



**TOWN OF EAGAR**  
**REGULAR TOWN COUNCIL MEETING**  
**TUESDAY, SEPTEMBER 1, 2026 at 6:00 PM MST**  
**COUNCIL CHAMBERS, 22 WEST 2ND STREET**

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## **AGENDA**

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PURSUANT TO A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE TOWN COUNCIL OF THE TOWN OF EAGAR AND THE GENERAL PUBLIC THAT THE TOWN COUNCIL WILL HOLD A **REGULAR MEETING OPEN TO THE PUBLIC ON , TUESDAY, SEPTEMBER 1, 2026, BEGINNING AT 6:00 PM MST, IN THE COUNCIL CHAMBERS LOCATED AT 22 W, 2ND STREET, EAGAR, ARIZONA.**

**1. WELCOME AND CALL MEETING TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. INVOCATION**

**5. SUMMARY OF CURRENT EVENTS**

**A. MAYOR**

**B. COUNCIL**

**C. STAFF**

**6. OPEN CALL TO THE PUBLIC**

ANY CITIZEN DESIRING TO SPEAK ON A MATTER THAT IS NOT SCHEDULED ON THE AGENDA MAY DO SO AT THIS TIME. COMMENTS SHALL BE LIMITED TO 3 MINUTES PER PERSON AND SHALL BE ADDRESSED TO THE TOWN COUNCIL AS A WHOLE, AND NOT TO ANY INDIVIDUAL MEMBER. ISSUES RAISED SHALL BE LIMITED TO THOSE WITHIN THE JURISDICTION OF THE TOWN COUNCIL. PURSUANT TO THE ARIZONA OPEN MEETING LAW, THE TOWN COUNCIL CANNOT DISCUSS OR ACT ON ITEMS PRESENTED AT THIS TIME. AT THE CONCLUSION OF THE CALL TO THE PUBLIC, INDIVIDUAL TOWN COUNCIL MEMBERS MAY (1) RESPOND TO CRITICISM MADE BY THOSE WHO HAVE ADDRESSED THE PUBLIC BODY; (2) ASK STAFF TO REVIEW A MATTER AND (3) ASK THAT A MATTER BE PLACED ON A FUTURE AGENDA.

**7. CONSENT AGENDA**

**A. TOWN COUNCIL MINUTES**

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE MEETING MINUTES FROM AUGUST 2026 (JESSICA VAUGHAN)

**B. AUGUST 2026 FINANCIALS**

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE AUGUST 2026 TRANSMITTALS, CHECKS WRITTEN, PAYROLL DIRECT DEPOSIT VOUCHERS, AND CREDIT CARD PURCHASES (DAVID LAMM)

C. **AUGUST 2026 FINANCIAL REPORT AND SALES TAX REPORT**

DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE AUGUST 2026 FINANCIAL REPORT AND SALES TAX REPORT (DAVID LAMM)

D. **OVARIAN CANCER PROCLAMATION**

DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROCLAMATION DECLARING SEPTEMBER OVARIAN CANCER AWARENESS MONTH (JESSICA VAUGHAN)

8. **PRESENTATION OF COUNCILMEMBERS**

A. **THANKING OUTGOING COUNCILMEMBERS**

THANKING VICE-MAYOR MARSHA TUCKER, AND COUNCILMEMBERS RAY HAMBLIN AND BRANDON SLADE FOR THEIR YEARS OF SERVICE (MAYOR GUY PHELPS)

B. **SWEARING IN OF NEW COUNCILMEMBERS**

ELECTED COUNCILORS REGGIE PETERSEN, ROBERT RAY, AND DALE THOMPSON TO TAKE OATH OF OFFICE (JESSICA VAUGHAN)

9. **PRESENTATIONS**

A. **PRESENTATION OF CERTIFICATES**

PRESENTATION OF CERTIFICATES TO THE BASHA'S MURAL PARTICIPANTS (MAYOR GUY PHELPS)

B. **ROUND VALLEY UNIFIED SCHOOL DISTRICT**

UPDATE ON MAINTENANCE AND OPERATION BUDGET OVERRIDE CONTINUATION (SLADE MORGAN AND CASS POND)

10. **PUBLIC HEARING**

A. **APPEAL REGARDING CONDITIONAL USE PERMIT**

DISCUSSION TO HEAR AN APPEAL AND CONSIDER AN APPLICATION FROM LUCAS AND CANDACE LUNA FOR A CONDITIONAL USE PERMIT #CUP2026-6 TO ALLOW AN RV PARK AND RV STORAGE TO BE CREATED IN AN INDUSTRIAL ZONED AREA AT 975 S. WATER CANYON ROAD (BRETT RIGG)

11. **RECONVENE INTO REGULAR SESSION**

12. **NEW BUSINESS**

A. **APPOINTING A VICE-MAYOR**

DISCUSSION AND POSSIBLE ACTION TO APPOINT A VICE-MAYOR FOR THE TOWN OF EAGAR (MAYOR GUY PHELPS)

B. **DECISION ON APPEAL- LUNA PROPERTY**

DISCUSSION AND POSSIBLE ACTION FROM ITEM 10A (MAYOR GUY PHELPS)

C. **SECOND READING OF WILDLIFE FENCE ORDINANCE**

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE SECOND READING OF ORDINANCE 2026-02 WILDLIFE FENCE (BRITNEY REYNOLDS)

D. **PURCHASE AND SALE AGREEMENT**

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PURCHASE AND SELL AGREEMENT BETWEEN THE TOWN OF EAGAR AND THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS REGARDING THE OLD SWIMMING POOL PROPERTY (BRANNON EAGAR)

**E. CYBER SECURITY AND ACCESS CONTROL GRANT AGREEMENTS**

DISCUSSION AND POSSIBLE ACTION TO APPROVE A CYBER SECURITY GRANT AND AN ACCESS CONTROL GRANT BETWEEN THE TOWN OF EAGAR AND THE DEPARTMENT OF HOMELAND SECURITY (BRANNON EAGAR)

**13. SIGNING OF DOCUMENTS**

**14. ADJOURNMENT**



# ROUND VALLEY FIRE & MEDICAL DEPARTMENT

## MONTHLY REPORT

### AUGUST 2026

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#### OPERATIONS

- **Total calls:** 68
- Two major motor vehicle accidents.
- Two cardiac arrests. New equipment purchased through the opioid grant was used on both codes. ROSC was obtained on one patient, who was transported to WMRMC and later flown to the Valley.
- Air medical resources were used twice to transport trauma patients to Level I trauma centers.
- Wildland F-151 deployed with Brannon to Rowe Creek in Oregon.
- UTV-151 deployed as a REMS III resource to the Grasshopper Fire in Oregon.
- B-151 is currently assigned in Oregon with Arizona Task Force 7708. As of 8/28, they are working the McCully Fire.
- Three fire inspections completed.

#### TRAINING

- Cadet training continued on Friday shifts.
- EVOC training completed by eight crew members.
- Stryker conducted an in-service on the LIFEPAK 35.
- LUCAS mechanical CPR training was completed and the device was placed in service; it has been used twice since.
- Rope and rescue training conducted throughout the month.
- Airbag lifting and stabilization training completed on shift.
- Traction splint refresher completed following one of the MVAs.

#### STATION / EQUIPMENT

- Station roof leaks repaired.
- Flags hung in the apparatus bay.
- Painting of the foam insulation continued and is expected to be completed 8/28.
- RVFMD loaned Engine 153 to Vernon Fire District after all of their engines went out of service. E-153 remains on loan with the stipulation that it will be returned immediately if an RVFMD apparatus goes out of service.
- Multiple burn piles were inspected around town, with plans to assist some residents who need help completing their burns safely.

#### CHIEF'S NOTE

August was a busy and productive month for RVFMD. Our crews managed several high-acuity incidents, including two major MVAs and two cardiac arrests, while also putting newly acquired lifesaving equipment into service. The successful resuscitation of one cardiac arrest patient and the use of air resources for two trauma patients highlight the importance of continued training, strong partnerships, and having the right equipment available.

Our personnel also represented Round Valley outside the community through multiple wildland assignments in Oregon. At home, crews continued cadet development, EVOC, rescue, stabilization, and medical training while keeping station improvement projects moving forward.

I also want to recognize Vernon Fire District and our own members for the cooperation surrounding the loan of Engine 153. Helping a neighboring department when they are in need reflects the kind of regional partnership we want to maintain.

Thank you to our members for their professionalism and commitment, and to our communities for their continued support of Round Valley Fire & Medical Department.

**Levi Penrod**  
**Fire Chief**  
**Round Valley Fire & Medical**  
**Department**



## Vernon Fire District

PO Box 400 Vernon, AZ 85940  
(928) 537-4895 Fax (928) 537-7543  
[Admin@vfdmail.org](mailto:Admin@vfdmail.org)

Chief Penrod,

I want to personally thank you and all those involved in the decision-making process to allow the Vernon Fire District to borrow one of your engines to serve our community. It is because of the leadership you and your team have, allows us to build upon that great relationship we have and will continue to grow. We do not only serve our respective community, but also those in need. Our District had to make a necessary decision to reach out to your organization for assistance and you didn't hesitate to help us out. This will not be forgotten, and we will always be available in time of your need. Thank you again and please send this letter to all of those involved in the process and I will do the same in our end. On behalf of the Vernon Fire District much respect and thankfulness!

Fire Chief  
Vernon Fire District  
John Connolly



# Round Valley Police Department

*"Respect for Our Past, Confidence in Our Future."*



Chief Jacob Doyle

## Round Valley Police Department Staff Report

**August 2026** \*as of August 26, 2026

|                        |            |
|------------------------|------------|
| <b>Total Incidents</b> | <b>241</b> |
|------------------------|------------|

|                             |     |
|-----------------------------|-----|
| Calls for Service           | 154 |
| Officer Initiated Incidents | 87  |
| Traffic Stops               | 20  |

|                            |           |
|----------------------------|-----------|
| <b>Total Officer Cases</b> | <b>46</b> |
|----------------------------|-----------|

|           |    |
|-----------|----|
| Accidents | 2  |
| Civil     | 0  |
| Crime     | 23 |
| Death     | 0  |
| Incident  | 19 |

|                                               |           |
|-----------------------------------------------|-----------|
| <b>Total Misdemeanor &amp; Felony Arrests</b> | <b>11</b> |
|-----------------------------------------------|-----------|

|                            |          |                                                                                                                                                                                          |
|----------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Misdemeanor Arrests</b> | <b>3</b> | <i>Reckless Driving, Extreme DUI, Criminal Damage, Trespassing, Contributing to the Delinquency of a Minor, Theft, Disorderly Conduct, Animal Cruelty, Assault, DUI/Slightest Degree</i> |
|----------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|          |   |
|----------|---|
| Adult    | 2 |
| Juvenile | 1 |

|                       |          |                                                                                                                                                                                                                    |
|-----------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Felony Arrests</b> | <b>8</b> | <i>Endangerment, Theft of Means of Transportation, Burglary, Aggravated Harassment, Child/Vulnerable Adult Abuse, Aggravated Assault, Dangerous Crimes Against Children, Failure to Register as a Sex Offender</i> |
|-----------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|          |   |
|----------|---|
| Adult    | 8 |
| Juvenile | 0 |

|                  |          |
|------------------|----------|
| <b>Citations</b> | <b>5</b> |
|------------------|----------|

### **COMPLAINTS:**

Awaiting the conclusion of the two (2) complaints that were deferred to the Department of Public Safety Internal Affairs for investigation.

### **NOTEWORTHY INFORMATION**

|           |                                                       |
|-----------|-------------------------------------------------------|
| August 19 | "Walk to School" event for Primary School             |
| August 19 | Chief's Community Advisory Board meeting              |
| August 24 | Administrative Assistant Haylee Lancaster's First Day |

In the final stages of transferring to the Show Low Dispatch Center.

### **UPCOMING TRAINING and EVENTS**

|              |                                     |
|--------------|-------------------------------------|
| September 16 | Police Officer applicant interviews |
|--------------|-------------------------------------|

### **CURRENT SWORN**

Chief Doyle

Sergeant Polk \*resigned 08/22/2026

Sergeant McCue

Officer Scruggs

Officer Rippy

Officer Ryan

Officer Roosma

Officer Rivera

Officer York

### **RESERVE OFFICERS**

None

### **ANIMAL CONTROL**

ACO/Code Enforcement Paige Watkins

ACO Kathy Pfeifer

## **ADMINISTRATION**

Amy Sloane, Office Manager

Haylee Lancaster, Administrative Assistant

## **VOLUNTEERS**

Marty and DJ Vance

Dale Thompson \* Resigned 08/18/2026

George and Cathy Sloane

## **HIRING PROCESS UPDATE:**

**Vacancies**      Two (2) Police Officer, One (1) Sergeant

### **Interviews**

September 16 for Police Officer

### **In Backgrounds**

None

### **Officer(s) in the Academy**

None



**TOWN OF EAGAR**  
**REGULAR TOWN COUNCIL MEETING**  
**AUGUST 4, 2026, at 6:00 PM**  
**COUNCIL CHAMBER, 22 WEST 2ND STREET**

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Mayor Guy Phelps called the Regular Session to order at 6:00 p.m. and welcomed those present. The record reflected that Councilmembers Titan Merrill and Brandon Slade were absent. Mayor Phelps led the Pledge of Allegiance, and Councilman Ray Hamblin offered the invocation.

## **5. SUMMARY OF CURRENT EVENTS**

Mayor Phelps expressed appreciation for the Town and community, including the Cowpuncher Pond area, and recognized those whose efforts helped make local amenities possible. He also reflected on the approaching 250th anniversary of the United States and encouraged continued community participation in preserving the country and the quality of life in Eagar.

Town Manager Brannon Eagar participated remotely from Oregon, where his incident management team was assigned to the Rowe Creek Complex fire. He reported that the complex encompassed approximately 325,265 acres and involved approximately 1,783 personnel. He described severe drought and persistent smoke conditions throughout the area.

- The First Avenue well project was nearing completion. The pump had arrived, but installation was delayed because a component had been recalled and required replacement. Completion was anticipated within the next several weeks, subject to delivery of the replacement part.
- Surveying was being finalized for the well-enclosure footprint on property associated with the Church of Jesus Christ of Latter-day Saints. Once complete, the Town expected to finalize the property transfer reflecting the payment previously made by the Church for work at Cowpuncher Pond.

Finance Director David Lamm reported the Town's financial position as of June 30, 2026:

- The operating account held just under \$1.2 million, and the Local Government Investment Pool held just over \$7 million, for combined cash of approximately \$8.2 million.
- Beginning in July, the Town reduced its recurring monthly LGIP transfer to \$50,000.
- All major funds ended the fiscal year under budget. Staff was completing year-end journal entries and preparing for the upcoming audit.

Town Clerk Jessica Vaughan reported:

- The 2026 Primary Election was complete and would not proceed to a general election for Town offices. The Town would canvass the election during the meeting, and newly elected Councilmembers would be seated at the September meeting in accordance with state law.

- Proposition 409, the Permanent Base Adjustment, passed.
- Staff continued working with the Revver to configure the Town's new records-retention and document-management system for the Clerk's and Finance departments.
- The first Movies at the Pond event was scheduled for Saturday, August 15, at 7:00 p.m. The Town had purchased a large inflatable screen and sound equipment, with the viewing area planned near the sidewalk and pond. One or two additional showings could be scheduled depending on weather.

Community Development Director Britney Reynolds reported:

- Salt River Project had contributed several thousand dollars toward Town projects and also continued assisting with the annual fireworks display. The Town planned to publicly recognize SRP and other contributors.
- Staff was pursuing grant funding for a wall at Ramsey Park, beginning near the fire station and matching the wall at Cowpuncher Pond. A later phase could address fencing along the rear of the park.

Public Works Director John Pedroncelli reported:

- That crews had spent approximately two weeks removing problem trees throughout Town.
- Work in the school area was expected to be completed the following day.
- Staff would then begin installing a solar streetlight on South Main Street and continue other scheduled work through the end of the month.

Fire Chief Levi Penrod reported:

- The Department handled approximately 54 calls during July, including fire calls, five motor-vehicle accidents, and one technical rescue at Baldy.
- The Independence Day fireworks operation used approximately 24 volunteers and was completed safely following a brief delay.
- Two paramedics and one EMT were added to the roster from other agencies.
- Equipment purchased through wildland-fire and opioid-response grants had largely arrived and was being placed into service. Annual pump testing was completed.
- An EMT crew and the SRP-funded UTV were dispatched to Oregon for an anticipated 14-day assignment near Manager Eagar's incident.

Police Chief Jake Doyle reported:

- The Department handled 300 incidents during July, including 158 calls for service. Significant cases included a death investigation assisted by the White Mountain Task Force, a multi-state drug-trafficking investigation involving a short pursuit and apprehension by DPS, and a separate barricade incident that resulted in an attempted-homicide charge.
- Three internal complaints were received. Two were referred to the Arizona Department of Public Safety Internal Affairs for investigation; one was sustained and resulted in written discipline.

- Animal Patrol Officer Kathy Pifer began employment July 13 and was progressing well.
- Four candidates were interviewed for the administrative vacancy, and one candidate advanced to the background process.
- The Department held Coffee with a Cop at Junk n Java, and Chief Doyle attended the Arizona Association of Chiefs of Police conference in Flagstaff.

## **6. OPEN CALL TO THE PUBLIC**

Alan Harding, co-owner of the El Rio Theatre, addressed the Council regarding Movies at the Pond. He supported the community-oriented intent of the program but expressed concern that free Town-sponsored movie showings could compete with a local business that works to provide family-friendly films. He emphasized the historic significance of the El Rio Theatre and asked the Town to consider the potential economic effect on the business.

Monica Boehning, an Eagar homeowner and retired forester, addressed statements characterizing local opposition to certain wind-energy projects as hostility toward renewable energy. She stated that local citizens support biomass as an appropriate renewable-energy opportunity because it could use forest-thinning and wood-waste material, reduce wildfire risk, protect watersheds, and generate electricity. She referenced past and existing biomass operations, recent Forest Service thinning plans, and continued concerns about proposed wind turbines, and asked officials to recognize the distinction between opposition to specific wind projects and opposition to renewable energy generally.

## **7. CONSENT AGENDA**

### **A. TOWN COUNCIL MINUTES**

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE MEETING MINUTES FROM JUNE AND JULY 2026

### **B. JUNE 2026 FINANCIALS**

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE JUNE 2026 TRANSMITTALS, CHECKS WRITTEN, PAYROLL DIRECT DEPOSIT VOUCHERS, AND CREDIT CARD PURCHASES

### **C. JUNE 2026 FINANCIAL REPORT AND SALES TAX REPORT**

DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE JUNE 2026 FINANCIAL REPORT AND SALES TAX REPORT

Councilman William Greenwood made a motion to approve the consent agenda. Councilman Ray Hamblin seconded; all were in favor, motion carried unanimously.5-0

|       |       |                   |
|-------|-------|-------------------|
| Vote: | Ayes: | Guy Phelps        |
|       |       | Marsha Tucker     |
|       |       | William Greenwood |
|       |       | Ray Hamblin       |
|       |       | Bryce Burnham     |

## **8. NEW BUSINESS**

### **A. CANVASS OF THE 2026 PRIMARY ELECTION**

#### **DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION 2026-13, PRIMARY ELECTION CANVASS OF**

Town Clerk Vaughan reported that Apache County had canvassed the election the prior Thursday and that the Town was required to canvass within 20 days of the election. Final vote totals were: Bryce Burnham, 727; Robert Ray, 612; Reggie Peterson, 602; and Dale Thompson, 541. Each would be seated at the September Council meeting. Proposition 409, the Permanent Base Adjustment, received 602 “yes” votes. Staff recommended approval of the canvass resolution.

Councilman Ray Hamblin made a motion to approve Resolution 2026-13 Primary Election Canvass of Votes. Councilman William Greenwood seconded; all were in favor, motion carried unanimously.5-0

Vote:           Ayes:     Guy Phelps  
                              Marsha Tucker  
                              William Greenwood  
                              Ray Hamblin  
                              Bryce Burnham

### **B. APPOINTMENT OF PLANNING AND ZONING COMMISSIONER**

#### **DISCUSSION AND POSSIBLE ACTION TO APPROVE APPOINTING JEFFREY SWANGO AS PLANNING AND ZONING COMMISSIONER**

Director Reynolds reported that the Planning and Zoning Commission currently had six members. She stated that Mr. Swango had municipal-government experience, understood the community, and supported responsible growth while preserving Eagar’s small-town character. Staff recommended his appointment to a three-year term.

Councilman Ray Hamblin made a motion to approve appointing Jeffrey Swango as a Planning and Zoning Commissioner. Councilman Bryce Burnham seconded; all were in favor, motion carried unanimously.5-0

Vote:           Ayes:     Guy Phelps  
                              Marsha Tucker  
                              William Greenwood  
                              Ray Hamblin  
                              Bryce Burnham

### **C. SPRINGERVILLE-EAGAR CHAMBER OF COMMERCE**

#### **PRESENTATION FROM THE SPRINGERVILLE-EAGAR CHAMBER OF COMMERCE AND POSSIBLE ACTION TO DIRECT STAFF**

Chamber Board President Tony Contreras and Vice President Aimie Richard thanked the Town for its support of America 250 activities and discussed the Chamber’s need to reorganize. They explained that the existing Chamber building required repairs and was larger and more costly than needed. The Chamber was considering selling the property, relocating, rebranding, revising its mission, and making staffing changes so it could remain a viable resource for residents, visitors, and businesses.

Manager Eagar stated that staff had discussed leasing office space in the former Police Department area on the southeast side of Town Hall. The area had suitable offices and updated

heating and cooling but would require flooring, paint, and minor improvements. Town Clerk Vaughan discussed the importance of modernizing the Chamber's mission and web and social-media presence and continuing joint promotion of Eagar, Springerville, and the surrounding area.

Attorney Brett Rigg advised that any arrangement must serve a legitimate public purpose while providing adequate consideration to the Town to avoid Gift Clause concerns.

Council directed staff to continue evaluating the proposed relocation and lease arrangement and return with details for future consideration.

#### **D. CONTRACT RENEWAL**

##### **DISCUSSION AND POSSIBLE ACTION TO APPROVE A CONTRACT RENEWAL WITH ALDRIDGE CONSULTING**

Manager Eagar reported that he and Town Clerk Vaughan met with Aldridge Consulting after the item was tabled in July. He reiterated that the service focuses on education and compliance with transaction privilege tax requirements, particularly in construction-related classifications, with the goal of treating businesses consistently. Manager Eagar reported that \$25,734 had been collected from five cases, \$75,704 in tax liability had been established and was awaiting payment, and \$12,489 had been determined uncollectible. The annual contract amount was \$35,100, paid in monthly installments of \$2,925.

Council discussed the allocation of TPT revenue, whether the return justified the contract cost, the effect on businesses, and the distinction between education and overly persistent contact. Manager Eagar stated that cases could not be opened without Arizona Department of Revenue approval and that the consultant generally used email, telephone, mail, and occasional text messages to contact taxpayers.

Attorney Rigg noted that the one-year agreement ran from July 1 through June 30 and could be cancelled with 30 days' notice. Council also discussed whether comparable work could be performed in-house and the value of helping businesses avoid substantial liabilities accumulating over time.

Councilman William Greenwood made a motion to approve a contract renewal with Aldridge Consulting. Councilman Bryce Burnham seconded; motion carried.4-1

|       |       |                   |                     |
|-------|-------|-------------------|---------------------|
| Vote: | Ayes: | Guy Phelps        | Nays: Marsha Tucker |
|       |       | William Greenwood |                     |
|       |       | Ray Hamblin       |                     |
|       |       | Bryce Burnham     |                     |

#### **E. ORDINANCE 2026-02 – WILDLIFE FENCES**

##### **FIRST READING OF ORDINANCE 2026-02, WILDLIFE FENCE**

Director Reynolds explained that the Town had received approximately four conditional-use-permit applications during the prior three months for fences intended to protect gardens and fields from elk, deer, and similar wildlife. At the request of the Planning and Zoning Commission and following legal review, the proposed ordinance would allow wildlife-exclusion fencing up to eight feet high without a conditional use permit, provided the fence: (1) uses open, see-through material; (2) is outside public rights-of-way and recorded easements; (3) does not obstruct required sight-visibility triangles at street intersections or driveways; (4) is maintained so wildlife is not trapped or entangled; and (5) complies with all other applicable setbacks. This was the first reading; no action was taken. A second reading and possible adoption would occur at a future meeting.

## **F. PROPANE SERVICES BID**

### **DISCUSSION AND POSSIBLE ACTION TO APPROVE A BID FOR TOWN OF EAGAR FACILITIES FOR PROPANE SERVICES**

Manager Eagar reported that the Town received one bid in response to its annual solicitation. Sierra Propane, the Town's provider for the prior two to three years, submitted a competitive proposal. Staff recommended award of the bid to Sierra Propane.

Councilman Guy Phelps made a motion to approve the Sierra Propane for propane services for town facilities. Councilman Bryce Burnham seconded; all were in favor, motion carried unanimously. 5-0

Vote:           Ayes:     Guy Phelps  
                              Marsha Tucker  
                              William Greenwood  
                              Ray Hamblin  
                              Bryce Burnham

## **G. PURCHASE OF MULCHER ATTACHMENT**

### **DISCUSSION AND POSSIBLE ACTION TO APPROVE USING FUNDS DONATED BY SALT RIVER PROJECT AND TOWN OF EAGAR FUNDS TO PURCHASE A MULCHER ATTACHMENT FOR SMALL-TREE AND STUMP REMOVAL, NOT TO EXCEED \$20,000**

Public Works Director Pedroncelli reported that three proposals were reviewed. The Landboss Company proposal, approximately \$15,000 delivered, was recommended because its piston-pump design was rebuildable and expected to provide greater durability than less expensive alternatives. The attachment would fit the Town's skid loader and would be used to remove small trees and stumps in rights-of-way and other Town areas.

Councilman Bryce Burnham made a motion to approve using funds donated by salt river project (SRP) and Town of Eagar to purchase a mulcher attachment for small tree and stump removal not to exceed \$20,000. Councilman Ray Hamblin seconded; all were in favor, motion carried unanimously. 5-0

Vote:           Ayes:     Guy Phelps  
                              Marsha Tucker  
                              William Greenwood  
                              Ray Hamblin  
                              Bryce Burnham

## **H. APPEAL REGARDING CONDITIONAL USE PERMIT – LUNA**

### **DISCUSSION AND POSSIBLE ACTION TO APPROVE OR DENY MOVING FORWARD WITH THE APPEAL PRESENTED BY LUCAS AND CANDICE LUNA**

Attorney Rigg explained that the Planning and Zoning Commission denied the Lunas' conditional use permit application on July 14, 2026, and that a written appeal was timely filed under Eagar Town Code § 18.84.130. Council could approve or deny the request or set the matter for a public hearing. Because the matter was complex and this was Council's first opportunity to review it, he recommended scheduling a public hearing so the Planning and Zoning Commission, applicants, neighboring property owners, and other interested parties could present information. Attorney Rigg stated that Council's decision following the appeal would be final, subject to any applicable reapplication provisions.

Councilman Bryce Burnham made a motion to do a public hearing for the appeal presented from the Luna's. Councilman Bryce Burnham seconded; all were in favor, motion carried unanimously. 5-0

Vote:        Ayes:    Guy Phelps  
                              Marsha Tucker  
                              William Greenwood  
                              Ray Hamblin  
                              Bryce Burnham

## 12. ADJOURNMENT

Councilman Ray Hamblin made a motion to adjourn at [at 7:02p.m.]. Councilman William Greenwood seconded.

Vote:        Ayes:    Guy Phelps  
                              Marsha Tucker  
                              William Greenwood  
                              Ray Hamblin  
                              Bryce Burnham

Attest: \_\_\_\_\_

Mayor: \_\_\_\_\_

Vice-Mayor: \_\_\_\_\_

Council: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CERTIFICATION OF COUNCIL MINUTES

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town of Eagar, Arizona, held on August 4, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

\_\_\_\_\_  
Jessica Vaughan, Town Clerk

**TOWN OF EAGAR**  
**Disbursement Listing**  
**Checking - 0680000425 - 07/01/2026 to 07/31/2026**

| Payee Name                       | Reference Number | Payment Date | Payment Amount | Void Date | Void Amount | Source           |
|----------------------------------|------------------|--------------|----------------|-----------|-------------|------------------|
| Returned/NSF Payment             |                  | 07/22/2026   | \$100.00       |           |             | Returned/NSF Pay |
| 26 BAR CONSULTING LLC            | 52490            | 07/01/2026   | \$3,200.00     |           |             | Purchasing       |
| APPTGEY, INC                     | 52491            | 07/01/2026   | \$8,379.00     |           |             | Purchasing       |
| AV CAPTURE ALL, INC              | 52492            | 07/01/2026   | \$4,200.00     |           |             | Purchasing       |
| BASHAS' - RALEY'S ARIZONA LLC    | 52493            | 07/01/2026   | \$77.09        |           |             | Purchasing       |
| CivicPlus, LLC                   | 52494            | 07/01/2026   | \$2,275.87     |           |             | Purchasing       |
| DELTA TIRE, LLC                  | 52495            | 07/01/2026   | \$1,543.66     |           |             | Purchasing       |
| EPS GROUP INC                    | 52496            | 07/01/2026   | \$4,807.50     |           |             | Purchasing       |
| FORTILINE WATERWORKS             | 52497            | 07/01/2026   | \$7,305.40     |           |             | Purchasing       |
| HIGH COUNTRY SIGNS LLC           | 52498            | 07/01/2026   | \$1,367.00     |           |             | Purchasing       |
| IWORQ SYSTEMS INC                | 52499            | 07/01/2026   | \$6,930.00     |           |             | Purchasing       |
| LEAGUE OF AZ CITIES AND TOWNS    | 52500            | 07/01/2026   | \$7,707.00     |           |             | Purchasing       |
| MISSION LINEN SUPPLY             | 52501            | 07/01/2026   | \$576.52       |           |             | Purchasing       |
| MOHAVE ENVIRONMENTAL LAB         | 52502            | 07/01/2026   | \$350.00       |           |             | Purchasing       |
| NACOG                            | 52503            | 07/01/2026   | \$2,085.00     |           |             | Purchasing       |
| O'REILLY AUTO PARTS              | 52504            | 07/01/2026   | \$1,282.77     |           |             | Purchasing       |
| REVVER                           | 52505            | 07/01/2026   | \$4,582.20     |           |             | Purchasing       |
| RHINEHART OIL CO.                | 52506            | 07/01/2026   | \$5,204.33     |           |             | Purchasing       |
| RUNBECK ELECTIONS SERVICES LLC   | 52507            | 07/01/2026   | \$4,378.69     |           |             | Purchasing       |
| RYDER ROSACKER MCCUE & HUSTO     | 52508            | 07/01/2026   | \$2,657.40     |           |             | Purchasing       |
| STANDARD ELECTRIC WHOLESALE      | 52509            | 07/01/2026   | \$4,381.58     |           |             | Purchasing       |
| STAPLES                          | 52510            | 07/01/2026   | \$18.78        |           |             | Purchasing       |
| VAUGHAN, JESSICA                 | 52511            | 07/01/2026   | \$300.00       |           |             | Purchasing       |
| ALL COPY PRODUCTS, INC           | 52513            | 07/08/2026   | \$544.55       |           |             | Purchasing       |
| AMAZON CAPITAL SERVICES          | 52514            | 07/08/2026   | \$3,355.60     |           |             | Purchasing       |
| AZ DEPT OF CORRECTIONS           | 52515            | 07/08/2026   | \$210.00       |           |             | Purchasing       |
| AZ DEPT OF ENVIRON. QUALITY      | 52516            | 07/08/2026   | \$9,846.11     |           |             | Purchasing       |
| BAUMAN HOME AND AUTO INC         | 52517            | 07/08/2026   | \$838.93       |           |             | Purchasing       |
| BLUE HILLS ENVIRONMENTAL ASSOC   | 52518            | 07/08/2026   | \$681.96       |           |             | Purchasing       |
| BRIMHALL SAND ROCK & BUILDING M  | 52519            | 07/08/2026   | \$5,108.64     |           |             | Purchasing       |
| CITY OF ST. JOHNS                | 52520            | 07/08/2026   | \$240.00       |           |             | Purchasing       |
| DAVIS ACE HARDWARE               | 52521            | 07/08/2026   | \$765.74       |           |             | Purchasing       |
| FORTILINE WATERWORKS             | 52522            | 07/08/2026   | \$1,036.89     |           |             | Purchasing       |
| GREENWOOD, WILLIAM               | 52523            | 07/08/2026   | \$258.10       |           |             | Purchasing       |
| INDUSTRIAL COMMISSION OF ARIZO   | 52524            | 07/08/2026   | \$10,950.89    |           |             | Purchasing       |
| INTERSTATE BATTERIES             | 52525            | 07/08/2026   | \$172.45       |           |             | Purchasing       |
| KNS TECH SERVICES LLC            | 52526            | 07/08/2026   | \$4,642.07     |           |             | Purchasing       |
| MAXEDON, ALEX                    | 52527            | 07/08/2026   | \$77.23        |           |             | Purchasing       |
| MISSION LINEN SUPPLY             | 52528            | 07/08/2026   | \$61.35        |           |             | Purchasing       |
| NAPA AUTO PARTS                  | 52529            | 07/08/2026   | \$573.30       |           |             | Purchasing       |
| NARGEAR LLC                      | 52530            | 07/08/2026   | \$4,129.26     |           |             | Purchasing       |
| ROGUE FITNESS                    | 52531            | 07/08/2026   | \$1,826.89     |           |             | Purchasing       |
| STAPLES                          | 52532            | 07/08/2026   | \$268.72       |           |             | Purchasing       |
| TOWN OF SPRINGERVILLE            | 52533            | 07/08/2026   | \$6,600.00     |           |             | Purchasing       |
| VALLEY AUTO PARTS                | 52534            | 07/08/2026   | \$157.28       |           |             | Purchasing       |
| VAUGHAN, JESSICA                 | 52535            | 07/08/2026   | \$223.64       |           |             | Purchasing       |
| WHITE MOUNTAIN PUBLISHING-IND.   | 52536            | 07/08/2026   | \$1,320.56     |           |             | Purchasing       |
| WOODLAND BUILDING CENTER HOL     | 52537            | 07/08/2026   | \$954.07       |           |             | Purchasing       |
| Support Payment Clearing House   | 52538            | 07/09/2026   | \$523.47       |           |             | Payroll          |
| Legal Shield                     | 52539            | 07/09/2026   | \$54.05        |           |             | Payroll          |
| Aflac                            | 52540            | 07/09/2026   | \$359.13       |           |             | Payroll          |
| American Heritage Life Insurance | 52541            | 07/09/2026   | \$121.10       |           |             | Payroll          |
| AZ DES - UNEMPLOYMENT TAX        | 52542            | 07/14/2026   | \$30.52        |           |             | Payroll          |
| APACHE COUNTY TREASURER          | 52543            | 07/16/2026   | \$158.60       |           |             | Purchasing       |
| AT&T MOBILITY - FIRSTNET         | 52544            | 07/16/2026   | \$350.45       |           |             | Purchasing       |
| AZ STATE TREASURER               | 52545            | 07/16/2026   | \$1,312.22     |           |             | Purchasing       |
| BLUE HILLS ENVIRONMENTAL ASSOC   | 52546            | 07/16/2026   | \$248.80       |           |             | Purchasing       |
| BUSINESS SOLUTIONS GROUP LLC     | 52547            | 07/16/2026   | \$1,753.88     |           |             | Purchasing       |
| EPS GROUP INC                    | 52548            | 07/16/2026   | \$11,000.00    |           |             | Purchasing       |
| FORTILINE WATERWORKS             | 52549            | 07/16/2026   | \$1,177.63     |           |             | Purchasing       |
| FRONTIER                         | 52550            | 07/16/2026   | \$899.69       |           |             | Purchasing       |
| JARMCO LLC                       | 52551            | 07/16/2026   | \$1,732.71     |           |             | Purchasing       |
| NATIONAL BANK OF ARIZONA         | 52552            | 07/16/2026   | \$8,495.23     |           |             | Purchasing       |
| NAVOPACHE ELEC COOP, INC         | 52553            | 07/16/2026   | \$20,191.91    |           |             | Purchasing       |
| OMEGA INDUSTRIAL SUPPLY INC      | 52554            | 07/16/2026   | \$4,135.32     |           |             | Purchasing       |
| STANDARD ELECTRIC WHOLESALE      | 52555            | 07/16/2026   | \$2,005.96     |           |             | Purchasing       |
| STONEBAKER, FELIX                | 52556            | 07/16/2026   | \$547.05       |           |             | Purchasing       |
| THE RIGG LAW FIRM PLLC           | 52557            | 07/16/2026   | \$2,520.00     |           |             | Purchasing       |
| TOWN OF SPRINGERVILLE            | 52558            | 07/16/2026   | \$1,210.87     |           |             | Purchasing       |
| WW CLYDE                         | 52559            | 07/16/2026   | \$10,166.52    |           |             | Purchasing       |
| ANDERSON, DEVANIE                | 52563            | 07/22/2026   | \$11.22        |           |             | Purchasing       |
| APACHE COUNTY ENGINEER-LIMEST    | 52564            | 07/22/2026   | \$702.00       |           |             | Purchasing       |
| AZ DEPT OF CORRECTIONS           | 52565            | 07/22/2026   | \$378.55       |           |             | Purchasing       |

**TOWN OF EAGAR**  
**Disbursement Listing**  
**Checking - 0680000425 - 07/01/2026 to 07/31/2026**

| Payee Name                       | Reference Number | Payment Date | Payment Amount        | Void Date | Void Amount   | Source     |
|----------------------------------|------------------|--------------|-----------------------|-----------|---------------|------------|
| BLUE HILLS ENVIRONMENTAL ASSOC   | 52566            | 07/22/2026   | \$740.36              |           |               | Purchasing |
| BOUND TREE MEDICAL LLC           | 52567            | 07/22/2026   | \$89.70               |           |               | Purchasing |
| COMMNET WIRELESS, LLC            | 52568            | 07/22/2026   | \$832,825.76          |           |               | Purchasing |
| EMPIRE SOUTHWEST LLC             | 52569            | 07/22/2026   | \$494.60              |           |               | Purchasing |
| FRONTIER                         | 52570            | 07/22/2026   | \$522.48              |           |               | Purchasing |
| KB VALUATION SERVICES LLC        | 52571            | 07/22/2026   | \$1,250.00            |           |               | Purchasing |
| LAMM, DAVID                      | 52572            | 07/22/2026   | \$273.34              |           |               | Purchasing |
| LIFE-ASSIST, INC                 | 52573            | 07/22/2026   | \$20,818.29           |           |               | Purchasing |
| ROBERT BIGELOW ESTATE            | 52574            | 07/22/2026   | \$250.00              |           |               | Purchasing |
| SOLAR SECURED SOLUTIONS LLC      | 52575            | 07/22/2026   | \$59.85               |           |               | Purchasing |
| STAPLES                          | 52576            | 07/22/2026   | \$207.65              |           |               | Purchasing |
| UDALL, NOLAN                     | 52577            | 07/22/2026   | \$200.00              |           |               | Purchasing |
| VERIZON WIRELESS                 | 52578            | 07/22/2026   | \$329.46              |           |               | Purchasing |
| Support Payment Clearing House   | 52579            | 07/23/2026   | \$523.47              |           |               | Payroll    |
| WILSON, CODY                     | 52580            | 07/28/2026   | \$873.26              |           |               | Purchasing |
| Aetna Life Insurance Company     | 52581            | 07/28/2026   | \$338.78              |           |               | Payroll    |
| ARIZONA GAME & FISH DEPARTMENT   | 52582            | 07/29/2026   | \$4,744.00            |           |               | Purchasing |
| ARIZONA LINES, LLC               | 52583            | 07/29/2026   | \$9,510.48            |           |               | Purchasing |
| AZ DEPT OF CORRECTIONS           | 52584            | 07/29/2026   | \$65.00               |           |               | Purchasing |
| BASHAS' - RALEY'S ARIZONA LLC    | 52585            | 07/29/2026   | \$123.25              |           |               | Purchasing |
| BROWN, DANNY                     | 52586            | 07/29/2026   | \$1,250.00            |           |               | Purchasing |
| CORPORATE WAREHOUSE SUPPLY       | 52587            | 07/29/2026   | \$1,679.65            |           |               | Purchasing |
| EARL, ANTONY                     | 52588            | 07/29/2026   | \$47.78               |           |               | Purchasing |
| EMPIRE SOUTHWEST LLC             | 52589            | 07/29/2026   | \$2,975.58            |           |               | Purchasing |
| FORTILINE WATERWORKS             | 52590            | 07/29/2026   | \$1,153.90            |           |               | Purchasing |
| PENGUIN MANAGEMENT, INC          | 52591            | 07/29/2026   | \$3,864.00            |           |               | Purchasing |
| RHINEHART OIL CO.                | 52592            | 07/29/2026   | \$5,556.58            |           |               | Purchasing |
| STRYKER SALES, LLC               | 52593            | 07/29/2026   | \$145,366.56          |           |               | Purchasing |
| WESTERN DRUG, INC.               | 52594            | 07/29/2026   | \$140.73              |           |               | Purchasing |
| Madison National Life Ins Co Inc | 52595            | 07/29/2026   | \$224.40              |           |               | Payroll    |
| AMRRP - WORK COMP                | EFT070126-WC     | 07/01/2026   | \$22,167.02           |           |               | Payroll    |
| PUBLIC SAFETY PERSONNEL RETIRE   | EFT070426-PS     | 07/28/2026   | \$2,349.39            |           |               | Payroll    |
| NATIONWIDE 457                   | EFT070926-457    | 07/09/2026   | \$7,249.09            |           |               | Payroll    |
| NATIONWIDE 457 PSPRS             | EFT070926-457    | 07/09/2026   | \$1,294.35            |           |               | Payroll    |
| Internal Revenue Service         | EFT070926-941    | 07/09/2026   | \$19,714.13           |           |               | Payroll    |
| ARIZONA STATE RETIREMENT SYSTE   | EFT070926-AS     | 07/09/2026   | \$16,229.50           |           |               | Payroll    |
| Arizona Dept of Revenue          | EFT070926-AZ     | 07/09/2026   | \$2,036.60            |           |               | Payroll    |
| HSA Bank                         | EFT070926-HS     | 07/09/2026   | \$1,450.00            |           |               | Payroll    |
| PUBLIC SAFETY PERSONNEL RETIRE   | EFT071826-PS     | 07/28/2026   | \$1,789.20            |           |               | Payroll    |
| NATIONWIDE 457                   | EFT072326-457    | 07/23/2026   | \$5,941.00            |           |               | Payroll    |
| Internal Revenue Service         | EFT072326-941    | 07/23/2026   | \$15,410.93           |           |               | Payroll    |
| ARIZONA STATE RETIREMENT SYSTE   | EFT072326-AS     | 07/23/2026   | \$13,830.82           |           |               | Payroll    |
| Arizona Dept of Revenue          | EFT072326-AZ     | 07/23/2026   | \$1,652.25            |           |               | Payroll    |
| NATIONWIDE 457 PSPRS             | EFT072326-PS     | 07/23/2026   | \$1,197.47            |           |               | Payroll    |
| Chase Paymentech                 | EFT-3525         | 07/03/2026   | \$1,103.19            |           |               | Purchasing |
| Chase Paymentech                 | EFT-3526         | 07/03/2026   | \$127.85              |           |               | Purchasing |
| Xpress Bill Pay                  | EFT-3527         | 07/06/2026   | \$1,224.62            |           |               | Purchasing |
| FUELMAN                          | EFT-3528         | 07/06/2026   | \$1,590.29            |           |               | Purchasing |
| MERITAIN HEALTH - R.A.G.H.T.     | EFT-3529         | 07/02/2026   | \$984.57              |           |               | Purchasing |
| ARIZONA DEPT OF REVENUE - TPT-2  | EFT-3530         | 07/15/2026   | \$13,655.87           |           |               | Purchasing |
| NATIONAL BANK OF AZ -Bank Fees   | EFT-3531         | 07/17/2026   | \$444.64              |           |               | Purchasing |
| WILSON, CODY                     | x999             | 07/27/2026   | (\$873.26)            |           |               | Purchasing |
|                                  |                  |              | <b>\$1,365,709.33</b> |           | <b>\$0.00</b> |            |

**TOWN OF EAGAR**  
**Payment Approval**

| Vendor                                               | Invoice No.   | PO Number | Activity No. | Description                     | Date       | Amount             |
|------------------------------------------------------|---------------|-----------|--------------|---------------------------------|------------|--------------------|
| <b>10.20141 - CHILD SUPPORT/GARNISHMENTS</b>         |               |           |              |                                 |            |                    |
| Support Payment Clearing Hous                        | PR070426-4277 |           |              | Child Supp                      | 07/09/2026 | 523.47             |
| Support Payment Clearing Hous                        | PR071826-4277 |           |              | Child Supp                      | 07/23/2026 | 523.47             |
|                                                      |               |           |              |                                 |            | <b>\$1,046.94</b>  |
| <b>10.20150 - SEC125 UNREIMB MED&amp;DPNDT CARE</b>  |               |           |              |                                 |            |                    |
| HSA Bank                                             | PR070926-HSA  |           |              | HSA                             | 07/09/2026 | 1,450.00           |
| <b>10.20175 - Arizona STATE RETIREMENT</b>           |               |           |              |                                 |            |                    |
| ARIZONA STATE RETIREMEN                              | PR070426-265  |           |              | ASRS                            | 07/09/2026 | 15,646.48          |
| ARIZONA STATE RETIREMEN                              | PR070426-265  |           |              | ASRS - LTD                      | 07/09/2026 | 149.06             |
| ARIZONA STATE RETIREMEN                              | PR070426-265  |           |              | ASRS - OT                       | 07/09/2026 | 433.96             |
| ARIZONA STATE RETIREMEN                              | PR071826-265  |           |              | ASRS                            | 07/23/2026 | 13,438.62          |
| ARIZONA STATE RETIREMEN                              | PR071826-265  |           |              | ASRS - LTD                      | 07/23/2026 | 127.04             |
| ARIZONA STATE RETIREMEN                              | PR071826-265  |           |              | ASRS - OT                       | 07/23/2026 | 265.16             |
|                                                      |               |           |              |                                 |            | <b>\$30,060.32</b> |
| <b>10.22100 - FICA PAYABLE</b>                       |               |           |              |                                 |            |                    |
| Internal Revenue Service                             | PR070426-4279 |           |              | Social Security Tax             | 07/08/2026 | 56.28              |
| Internal Revenue Service                             | PR070426-4279 |           |              | Medicare Tax                    | 07/08/2026 | 13.16              |
| Internal Revenue Service                             | PR070426-4279 |           |              | Social Security Tax             | 07/09/2026 | 11,373.94          |
| Internal Revenue Service                             | PR070426-4279 |           |              | Medicare Tax                    | 07/09/2026 | 2,660.06           |
| Internal Revenue Service                             | PR071826-4279 |           |              | Social Security Tax             | 07/22/2026 | 164.30             |
| Internal Revenue Service                             | PR071826-4279 |           |              | Medicare Tax                    | 07/22/2026 | 38.42              |
| Internal Revenue Service                             | PR071826-4279 |           |              | Social Security Tax             | 07/23/2026 | 9,521.68           |
| Internal Revenue Service                             | PR071826-4279 |           |              | Medicare Tax                    | 07/23/2026 | 2,226.82           |
|                                                      |               |           |              |                                 |            | <b>\$26,054.66</b> |
| <b>10.22110 - FEDERAL WITHHOLDING PAYABLE</b>        |               |           |              |                                 |            |                    |
| Internal Revenue Service                             | PR070426-4279 |           |              | Federal Income Tax              | 07/09/2026 | 5,610.69           |
| Internal Revenue Service                             | PR071826-4279 |           |              | Federal Income Tax              | 07/22/2026 | 51.15              |
| Internal Revenue Service                             | PR071826-4279 |           |              | Federal Income Tax              | 07/23/2026 | 3,408.56           |
|                                                      |               |           |              |                                 |            | <b>\$9,070.40</b>  |
| <b>10.22120 - STATE WITHHOLDING PAYABLE</b>          |               |           |              |                                 |            |                    |
| Arizona Dept of Revenue                              | PR070426-4280 |           |              | State Income Tax                | 07/08/2026 | 9.08               |
| Arizona Dept of Revenue                              | PR070426-4280 |           |              | State Income Tax                | 07/09/2026 | 2,027.52           |
| Arizona Dept of Revenue                              | PR071826-4280 |           |              | State Income Tax                | 07/22/2026 | 41.88              |
| Arizona Dept of Revenue                              | PR071826-4280 |           |              | State Income Tax                | 07/23/2026 | 1,610.37           |
|                                                      |               |           |              |                                 |            | <b>\$3,688.85</b>  |
| <b>10.22200 - 457 PAYABLE</b>                        |               |           |              |                                 |            |                    |
| NATIONWIDE 457                                       | PR070426-4278 |           |              | Retirement 457                  | 07/09/2026 | 7,249.09           |
| NATIONWIDE 457                                       | PR071826-4278 |           |              | Retirement 457                  | 07/23/2026 | 5,941.00           |
| NATIONWIDE 457 PSPRS                                 | PR070426-8390 |           |              | 457 PSPRS                       | 07/09/2026 | 1,294.35           |
| NATIONWIDE 457 PSPRS                                 | PR071826-8390 |           |              | 457 PSPRS                       | 07/23/2026 | 1,197.47           |
|                                                      |               |           |              |                                 |            | <b>\$15,681.91</b> |
| <b>10.22210 - PUBLIC SAFETY RET. PAYABLE</b>         |               |           |              |                                 |            |                    |
| PUBLIC SAFETY PERSONNEL                              | PR070426-7808 |           |              | Public Safety Retirement T3 DB  | 07/09/2026 | 2,349.36           |
| PUBLIC SAFETY PERSONNEL                              | PR071826-7808 |           |              | Public Safety Retirement T3 DB  | 07/23/2026 | 1,789.22           |
| PUBLIC SAFETY PERSONNEL                              | 070426-PSPRSA |           |              | Public Safety Retirement T3 DB  | 07/28/2026 | 0.03               |
| PUBLIC SAFETY PERSONNEL                              | 071826-PSPRSA |           |              | Public Safety Retirement T3 DB  | 07/28/2026 | -0.02              |
|                                                      |               |           |              |                                 |            | <b>\$4,138.59</b>  |
| <b>10.22315 - VOLUNTARY LIFE INS PYBLE</b>           |               |           |              |                                 |            |                    |
| American Heritage Life Insuranc                      | PR070926-ALLS |           |              | Life Ins                        | 07/09/2026 | 121.10             |
| <b>10.22330 - AFLAC INS PAYABLE (PRE &amp; POST)</b> |               |           |              |                                 |            |                    |
| Aetna Life Insurance Company                         | PR072826-AETN |           |              | GROUP NO: 802889                | 07/28/2026 | 338.78             |
| Aflac                                                | PR070926-AFLA |           |              | Aflac                           | 07/09/2026 | 359.13             |
| Madison National Life Ins Co Inc                     | PR072926-STD  |           |              | ACCT NO:104001700000000         | 07/29/2026 | 224.40             |
|                                                      |               |           |              |                                 |            | <b>\$922.31</b>    |
| <b>10.22400 - LEGALSHIELD</b>                        |               |           |              |                                 |            |                    |
| Legal Shield                                         | PR070926-LS   |           |              | Legal Shield                    | 07/09/2026 | 54.05              |
| <b>10.23100 - WORKMENS COMPENSATION PAYABLE</b>      |               |           |              |                                 |            |                    |
| AMRRP - WORK COMP                                    | PR070126-WC   |           |              | Workmans comp quarterly reports | 07/01/2026 | 22,167.02          |
| <b>10.23200 - STATE UNEMPLOYMENT PAYABLE</b>         |               |           |              |                                 |            |                    |
| AZ DES - UNEMPLOYMENT T                              | PR070426-6648 |           |              | State Unemployment              | 07/09/2026 | 5.38               |
| AZ DES - UNEMPLOYMENT T                              | PR071426-AZDE |           |              | State Unemployment              | 07/14/2026 | -0.73              |
| AZ DES - UNEMPLOYMENT T                              | PR071826-6648 |           |              | State Unemployment              | 07/23/2026 | 5.99               |
|                                                      |               |           |              |                                 |            | <b>\$10.64</b>     |
| <b>10.23500 - DEFERRED INFLOWS OF RESOURCES</b>      |               |           |              |                                 |            |                    |
| WILSON, CODY                                         | 07272026-1    |           |              | Returned Paycheck               | 07/27/2026 | -873.26            |
| WILSON, CODY                                         | 07272026-2    |           |              | Reissuing Paycheck              | 07/27/2026 | 873.26             |
|                                                      |               |           |              |                                 |            | <b>\$0.00</b>      |
| <b>10.25100 - SURCHARGE TO STATE PAYABLE</b>         |               |           |              |                                 |            |                    |
| AZ STATE TREASURER                                   | JUN26         |           |              | COURT DOCKET MONEY PAYMENT      | 07/15/2026 | 1,312.22           |
| <b>10.25110 - SURCHARGE TO COUNTY PAYABLE</b>        |               |           |              |                                 |            |                    |
| APACHE COUNTY TREASURE                               | 2026-06       |           |              | JAIL FEE/ASSESSMENT FEE/OFFICER | 07/14/2026 | 158.60             |
| <b>10.25200 - PASS THROUGH PAYABLES</b>              |               |           |              |                                 |            |                    |
| MERITAIN HEALTH - R.A.G.H.T                          | WELLNESS      |           |              | WELLNESS REVERSAL               | 07/02/2026 | 984.57             |

**TOWN OF EAGAR**  
**Payment Approval**

| Vendor                                              | Invoice No.    | PO Number | Activity No. | Description                       | Date       | Amount            |
|-----------------------------------------------------|----------------|-----------|--------------|-----------------------------------|------------|-------------------|
| <b>10.40-585 - TRAINING &amp; TRAVEL</b>            |                |           |              |                                   |            |                   |
| GREENWOOD, WILLIAM                                  | JUL26          |           |              | REIMBURSE MILEAGE                 | 07/07/2026 | 258.10            |
| NATIONAL BANK OF ARIZONA                            | JUL26/1054     |           |              | 1054/AGASERVICECO MAR TT          | 07/02/2026 | 25.72             |
|                                                     |                |           |              |                                   |            | <b>\$283.82</b>   |
| <b>10.40-596 - BEAUTIFICATION COMMITTEE</b>         |                |           |              |                                   |            |                   |
| ROBERT BIGELOW ESTATE                               | JULY26         |           |              | METAL PURCHASE - MAIN ST BEAUTI   | 07/07/2026 | 250.00            |
| <b>10.40-610 - ECONOMIC DEVELOPMENT</b>             |                |           |              |                                   |            |                   |
| NATIONAL BANK OF ARIZONA                            | JUL26/1054     |           |              | 1054/TRAILRIDERS                  | 07/02/2026 | 168.69            |
| <b>10.40-695 - EMPLOYEE/CITIZEN AWARDS</b>          |                |           |              |                                   |            |                   |
| BASHAS' - RALEY'S ARIZONA                           | 800891         |           |              | EMPLOYEE LUNCHEON                 | 07/01/2026 | 123.25            |
| CITY OF ST. JOHNS                                   | 17726          |           |              | POOL RESERVATION - 50 SWIMMERS    | 07/07/2026 | 240.00            |
| LAMM, DAVID                                         | JUL26          |           |              | REIMBURSE - EL CUPIDOS EMPLOYE    | 07/10/2026 | 273.34            |
|                                                     |                |           |              |                                   |            | <b>\$636.59</b>   |
| <b>10.41-398 - COPY MACHINE LEASE</b>               |                |           |              |                                   |            |                   |
| CORPORATE WAREHOUSE S                               | 67640          |           |              | KONICA BIZHUB C-650i TONER        | 05/28/2026 | 1,679.65          |
| <b>10.41-399 - OTHER</b>                            |                |           |              |                                   |            |                   |
| NATIONAL BANK OF ARIZONA                            | JUL26/2078     | 51087     |              | 2078/WALMART - BLACKSTONE WELL    | 07/02/2026 | 472.27            |
| WOODLAND BUILDING CENT                              | 85736          |           |              | MATERIALS - BLESSING BOX          | 06/15/2026 | 114.34            |
|                                                     |                |           |              |                                   |            | <b>\$586.61</b>   |
| <b>10.41-501 - INSURANCE DEDUCTABLES</b>            |                |           |              |                                   |            |                   |
| JARMCO LLC                                          | 18443          | 51070     |              | CONCRETE - RESET DAMAGED STRE     | 06/03/2026 | 224.24            |
| <b>10.41-570 - PROFESSIONAL &amp; TECHNICAL SRV</b> |                |           |              |                                   |            |                   |
| KB VALUATION SERVICES LL                            | 2026-KB0140    |           |              | APPRAISAL - SPANISH TRAIL         | 06/08/2026 | 1,250.00          |
| <b>10.41-571 - ATTORNEY</b>                         |                |           |              |                                   |            |                   |
| THE RIGG LAW FIRM PLLC                              | 3594           |           |              | LEGAL SERVICES - CRIMINAL         | 07/13/2026 | 1,365.00          |
| THE RIGG LAW FIRM PLLC                              | 3595           |           |              | LEGAL SERVICES - CIVIL            | 07/13/2026 | 1,155.00          |
|                                                     |                |           |              |                                   |            | <b>\$2,520.00</b> |
| <b>10.41-572 - COMPUTER SUPPORT</b>                 |                |           |              |                                   |            |                   |
| KNS TECH SERVICES LLC                               | 12625          |           |              | COMPUTER SUPPORT                  | 07/01/2026 | 1,169.00          |
| <b>10.41-578 - SENIOR CITIZEN CENTER</b>            |                |           |              |                                   |            |                   |
| TOWN OF SPRINGERVILLE                               | 12027          |           |              | FY27 QUARTERLY - RV SENIOR CENT   | 07/08/2026 | 6,600.00          |
| <b>10.41-595 - EAGAR DAYS</b>                       |                |           |              |                                   |            |                   |
| AMAZON CAPITAL SERVICES                             | 1KK3-L33J-D7J3 | 51075     |              | GAMES, ACCESORIES, SIGNAGE ETC    | 06/30/2026 | 1,198.37          |
| BLUE HILLS ENVIRONMENTA                             | 2606171814085  |           |              | PORTA JOHNS/WASHING STATIONS-E    | 06/17/2026 | 740.36            |
| DAVIS ACE HARDWARE                                  | 62507          |           |              | MATERIALS - EAGAR DAYS            | 06/16/2026 | 215.96            |
| NATIONAL BANK OF ARIZONA                            | JUL26/3134     |           |              | 3134/BASS PRO ONLINE              | 07/02/2026 | 87.93             |
| NATIONAL BANK OF ARIZONA                            | JUL26/3134     |           |              | 3134/GENERAL DOLLAR               | 07/02/2026 | 163.65            |
| NATIONAL BANK OF ARIZONA                            | JUL26/3134     |           |              | 3134/SMOKE SHOW BBQ               | 07/02/2026 | 200.00            |
| NATIONAL BANK OF ARIZONA                            | JUL26/3134     |           |              | 3134/WESTERN DRUG                 | 07/02/2026 | 75.00             |
|                                                     |                |           |              |                                   |            | <b>\$2,681.27</b> |
| <b>10.41-620 - MPC EXP UNRELATED TO BONDS</b>       |                |           |              |                                   |            |                   |
| NAVOPACHE ELEC COOP, INC                            | JUL26/2654606  |           |              | 578 N MAIN                        | 07/09/2026 | 225.56            |
| <b>10.42-525 - POSTAGE, FREIGHT &amp; FEES</b>      |                |           |              |                                   |            |                   |
| NATIONAL BANK OF ARIZONA                            | JUL26/2615     |           |              | 2615/USPS                         | 07/02/2026 | 41.92             |
| NATIONAL BANK OF ARIZONA                            | JUL26/2615     |           |              | 2615/USPS                         | 07/02/2026 | 10.48             |
|                                                     |                |           |              |                                   |            | <b>\$52.40</b>    |
| <b>10.42-580 - DUES &amp; SUBSCRIPTIONS</b>         |                |           |              |                                   |            |                   |
| NATIONAL BANK OF ARIZONA                            | JUL26/1856     | 51089     |              | 1856/ICC - 3YR SUBSCRIPTION       | 07/02/2026 | 425.00            |
| <b>10.42-585 - TRAINING &amp; TRAVEL</b>            |                |           |              |                                   |            |                   |
| NATIONAL BANK OF ARIZONA                            | JUL26/1856     | 51089     |              | 1856/ICC - BUILDING INSPECTOR TES | 07/02/2026 | 255.00            |
| <b>10.43-310 - OFFICE SUPPLIES</b>                  |                |           |              |                                   |            |                   |
| STAPLES                                             | 6069136475     |           |              | OFFICE SUPPLIES                   | 07/20/2026 | 14.51             |
| <b>10.44-520 - PRINTING &amp; ADVERTISING</b>       |                |           |              |                                   |            |                   |
| WHITE MOUNTAIN PUBLISHIN                            | 246979         |           |              | SEALED BID - PROPERTY             | 06/16/2026 | 92.35             |
| WHITE MOUNTAIN PUBLISHIN                            | 247114         |           |              | SEALED BID - PROPERTY             | 06/23/2026 | 92.35             |
|                                                     |                |           |              |                                   |            | <b>\$184.70</b>   |
| <b>10.44-580 - DUES &amp; SUBSCRIPTIONS</b>         |                |           |              |                                   |            |                   |
| NATIONAL BANK OF ARIZONA                            | JUL26/3134     |           |              | 3134/ChatGPT SUBSCRIPTION         | 07/02/2026 | 50.99             |
| NATIONAL BANK OF ARIZONA                            | JUL26/3134     |           |              | 3134/AZ WOMEN LEADING             | 07/02/2026 | 70.00             |
| WHITE MOUNTAIN PUBLISHIN                            | JUL26/3170     |           |              | SUBSCRIPTION RENEWAL - 3170       | 07/06/2026 | 120.00            |
|                                                     |                |           |              |                                   |            | <b>\$240.99</b>   |
| <b>10.44-585 - TRAINING &amp; TRAVEL</b>            |                |           |              |                                   |            |                   |
| VAUGHAN, JESSICA                                    | JUL26          |           |              | PER-DIEM & MILEAGE/CLERK CONFE    | 07/07/2026 | 223.64            |
| <b>10.45-310 - OFFICE SUPPLIES</b>                  |                |           |              |                                   |            |                   |
| NATIONAL BANK OF ARIZONA                            | JUL26/1856     | 51089     |              | 1856/STAMPMAKER                   | 07/02/2026 | 101.40            |
| <b>10.45-511 - CELL PHONES</b>                      |                |           |              |                                   |            |                   |
| VERIZON WIRELESS                                    | 6148498896     |           |              | COMMUNITY DEVELOPMENT CELL P      | 07/12/2026 | 61.20             |
| <b>10.45-520 - PRINTING &amp; ADVERTISING</b>       |                |           |              |                                   |            |                   |
| WHITE MOUNTAIN PUBLISHIN                            | 246626         | 51067     |              | PUBLIC NOTICE- VARIANCE SLADE     | 06/02/2026 | 153.92            |
| WHITE MOUNTAIN PUBLISHIN                            | 246794         | 51067     |              | PUBLIC NOTICE- VARIANCE SLADE     | 06/09/2026 | 153.92            |

**TOWN OF EAGAR**  
**Payment Approval**

| Vendor                                                | Invoice No.    | PO Number | Activity No. | Description                    | Date       | Amount            |
|-------------------------------------------------------|----------------|-----------|--------------|--------------------------------|------------|-------------------|
| WHITE MOUNTAIN PUBLISHIN                              | 247135         |           |              | CUP 2026-6                     | 06/23/2026 | 153.92            |
|                                                       |                |           |              |                                |            | <b>\$461.76</b>   |
| <b>10.45-525 - POSTAGE &amp; FREIGHT</b>              |                |           |              |                                |            |                   |
| NATIONAL BANK OF ARIZONA                              | JUL26/2615     |           |              | 2615/USPS                      | 07/02/2026 | 20.96             |
| <b>10.45-580 - DUES &amp; SUBSCRIPTIONS</b>           |                |           |              |                                |            |                   |
| NATIONAL BANK OF ARIZONA                              | JUL26/3134     |           |              | 3134/AZ WOMEN LEADING          | 07/02/2026 | 70.00             |
| <b>10.46-310 - OFFICE SUPPLIES</b>                    |                |           |              |                                |            |                   |
| STAPLES                                               | 6069136475     |           |              | OFFICE SUPPLIES                | 07/20/2026 | 117.24            |
| <b>10.46-399 - OTHER</b>                              |                |           |              |                                |            |                   |
| DAVIS ACE HARDWARE                                    | E00051         |           |              | DISCOUNT TAKEN                 | 05/11/2026 | -71.58            |
| <b>10.46-520 - PRINTING &amp; ADVERTISING</b>         |                |           |              |                                |            |                   |
| WHITE MOUNTAIN PUBLISHIN                              | 247134         |           |              | PUBLIC HEARING - BUDGET        | 06/23/2026 | 277.05            |
| WHITE MOUNTAIN PUBLISHIN                              | 247551         |           |              | PUBLIC HEARING - BUDGET        | 06/30/2026 | 277.05            |
|                                                       |                |           |              |                                |            | <b>\$554.10</b>   |
| <b>10.46-525 - POSTAGE, FREIGHT &amp; FEES</b>        |                |           |              |                                |            |                   |
| NATIONAL BANK OF ARIZONA                              | JUL26/2615     |           |              | 2615/USPS                      | 07/02/2026 | 77.22             |
| <b>10.46-526 - BANKING FEES</b>                       |                |           |              |                                |            |                   |
| Chase Paymentech                                      | JUL26/1052     |           |              | BANKING FEES                   | 07/03/2026 | 154.46            |
| Chase Paymentech                                      | JUL26/4176     |           |              | BANKING FEES                   | 07/03/2026 | 17.90             |
| NATIONAL BANK OF AZ -Bank                             | JUL26/3531     |           |              | BANKING FEES                   | 07/17/2026 | 62.25             |
| Xpress Bill Pay                                       | INV-XPR036990  |           |              | BANKING FEES                   | 07/06/2026 | 171.45            |
|                                                       |                |           |              |                                |            | <b>\$406.06</b>   |
| <b>10.46-580 - DUES &amp; SUBSCRIPTIONS</b>           |                |           |              |                                |            |                   |
| NATIONAL BANK OF ARIZONA                              | JUL26/2078     | 51087     |              | 2078/GFOAZ                     | 07/02/2026 | 80.00             |
| NATIONAL BANK OF ARIZONA                              | JUL26/3134     |           |              | 3134/ChatGPT SUBSCRIPTION      | 07/02/2026 | 50.98             |
|                                                       |                |           |              |                                |            | <b>\$130.98</b>   |
| <b>10.51-340 - GAS, OIL, LUBRICANTS</b>               |                |           |              |                                |            |                   |
| FUELMAN                                               | NP70786371     |           |              | FUEL ACCT#2844968 - FIRE DEPT  | 07/06/2026 | 1,280.84          |
| <b>10.51-341 - VEHICLE SUPPLIES &amp; MAINTENANCE</b> |                |           |              |                                |            |                   |
| DAVIS ACE HARDWARE                                    | 62454          |           |              | MATERIALS                      | 06/08/2026 | 16.12             |
| NATIONAL BANK OF ARIZONA                              | JUL26/3216     | 51072     |              | 3260/HORNE - REPAIR FIRE TRUCK | 07/02/2026 | 1,336.74          |
| NATIONAL BANK OF ARIZONA                              | JUL26/3216     | 51072     |              | 3260/HORNE - REPAIR FIRE TRUCK | 07/02/2026 | 694.67            |
|                                                       |                |           |              |                                |            | <b>\$2,047.53</b> |
| <b>10.51-343 - MEDICAL SUPPLIES</b>                   |                |           |              |                                |            |                   |
| BOUND TREE MEDICAL LLC                                | 86275357       | 51108     |              | MEDICAL SUPPLIES               | 07/10/2026 | 89.70             |
| NATIONAL BANK OF ARIZONA                              | JUL26/3365     |           |              | 3365/SUMMIT HEALTHCARE         | 07/02/2026 | 95.00             |
|                                                       |                |           |              |                                |            | <b>\$184.70</b>   |
| <b>10.51-360 - BUILDING REPAIR MATRL &amp; SPLV</b>   |                |           |              |                                |            |                   |
| DAVIS ACE HARDWARE                                    | 62441          |           |              | MOUSE TRAPS                    | 06/04/2026 | 17.35             |
| <b>10.51-399 - OTHER</b>                              |                |           |              |                                |            |                   |
| DAVIS ACE HARDWARE                                    | 62498          |           |              | FILL TANK-FIRE DEPT            | 06/14/2026 | 24.35             |
| DAVIS ACE HARDWARE                                    | 62567          |           |              | FILL TANK-FIRE DEPT            | 06/29/2026 | 12.18             |
| ROGUE FITNESS                                         | 14255408       | 51088     |              | ECHO BIKE & ROWER              | 06/30/2026 | 1,826.89          |
|                                                       |                |           |              |                                |            | <b>\$1,863.42</b> |
| <b>10.51-505 - ELECTRICITY</b>                        |                |           |              |                                |            |                   |
| NAVOPACHE ELEC COOP, INC                              | JUL26/2492805  |           |              | 1ST AVE NE 1/4                 | 07/09/2026 | 132.91            |
| NAVOPACHE ELEC COOP, INC                              | JUL26/2492905  |           |              | EAGAR FIRE DEPT #2             | 07/09/2026 | 130.67            |
| NAVOPACHE ELEC COOP, INC                              | JUL26/6496200  |           |              | 181 N EAGAR FD                 | 07/09/2026 | 55.25             |
| NAVOPACHE ELEC COOP, INC                              | JUL26/8470700  |           |              | 199 N BUTLER-FIRE & MED BLDG   | 07/09/2026 | 327.61            |
|                                                       |                |           |              |                                |            | <b>\$646.44</b>   |
| <b>10.51-510 - TELEPHONE</b>                          |                |           |              |                                |            |                   |
| FRONTIER                                              | JUL26/92819637 |           |              | PHONE/INTERNET                 | 07/07/2026 | 71.98             |
| FRONTIER                                              | JUL26/92833310 |           |              | PHONE/INTERNET                 | 07/15/2026 | 41.80             |
| KNS TECH SERVICES LLC                                 | 12646          |           |              | STARLINK                       | 07/01/2026 | 130.00            |
| KNS TECH SERVICES LLC                                 | DG-1750        |           |              | PHONE/INTERNET                 | 07/01/2026 | 38.83             |
|                                                       |                |           |              |                                |            | <b>\$282.61</b>   |
| <b>10.51-512 - WIRELESS ACCESS</b>                    |                |           |              |                                |            |                   |
| VERIZON WIRELESS                                      | 6148498896     |           |              | COMMUNITY DEVELOPMENT CELL P   | 07/12/2026 | 98.22             |
| <b>10.51-526 - BANKING FEES</b>                       |                |           |              |                                |            |                   |
| Chase Paymentech                                      | JUL26/1052     |           |              | BANKING FEES                   | 07/03/2026 | 22.06             |
| Chase Paymentech                                      | JUL26/4176     |           |              | BANKING FEES                   | 07/03/2026 | 2.56              |
| NATIONAL BANK OF AZ -Bank                             | JUL26/3531     |           |              | BANKING FEES                   | 07/17/2026 | 8.89              |
| Xpress Bill Pay                                       | INV-XPR036990  |           |              | BANKING FEES                   | 07/06/2026 | 24.49             |
|                                                       |                |           |              |                                |            | <b>\$58.00</b>    |
| <b>10.51-570 - PREVENTION &amp; CLEAN-UP</b>          |                |           |              |                                |            |                   |
| AMAZON CAPITAL SERVICES                               | 1LQD-GVWD-PD   |           |              | FD - WRISTBANDS FOR EVENTS     | 06/30/2026 | 21.56             |
| <b>10.51-572 - COMPUTER SUPPORT</b>                   |                |           |              |                                |            |                   |
| KNS TECH SERVICES LLC                                 | 12625          |           |              | COMPUTER SUPPORT               | 07/01/2026 | 311.74            |
| <b>10.51-573 - TRASH/DEBRIS REMOVAL</b>               |                |           |              |                                |            |                   |
| BLUE HILLS ENVIRONMENTA                               | 2607023187556  |           |              | GARBAGE REMOVAL- ACCT#101990   | 07/02/2026 | 91.00             |

**TOWN OF EAGAR**  
**Payment Approval**

| Vendor                                                | Invoice No.    | PO Number | Activity No. | Description                      | Date       | Amount            |
|-------------------------------------------------------|----------------|-----------|--------------|----------------------------------|------------|-------------------|
| <b>10.51-574 - INDUSTRIAL COMMISSION</b>              |                |           |              |                                  |            |                   |
| INDUSTRIAL COMMISSION O                               | INV-M27-000002 |           |              | FIREFIGHTERS CANCER REIMB FUN    | 07/07/2026 | 10,950.89         |
| <b>10.51-575 - DISPATCHING</b>                        |                |           |              |                                  |            |                   |
| AT&T MOBILITY - FIRSTNET                              | 287365804175X  |           |              | GETAC/R.V. FIRE & MED - DISPATCH | 07/01/2026 | 350.45            |
| <b>10.51-580 - DUES &amp; SUBSCRIPTIONS</b>           |                |           |              |                                  |            |                   |
| NATIONAL BANK OF ARIZONA                              | JUL26/0908     |           |              | 0908/NFPA NATL FIRE SUBSCRIPTION | 07/02/2026 | 137.92            |
| PENGUIN MANAGEMENT, INC                               | INV20262       |           |              | ANNUAL- eDISPATCHES              | 06/28/2026 | 3,864.00          |
|                                                       |                |           |              |                                  |            | <b>\$4,001.92</b> |
| <b>10.51-760 - PC-BUILDINGS &amp; LAND</b>            |                |           |              |                                  |            |                   |
| JARMCO LLC                                            | 18442          | 51069     | FC24-00020.1 | CONCRETE - FIRE HOUSE            | 06/03/2026 | 1,508.47          |
| <b>10.52-585 - TRAINING &amp; TRAVEL</b>              |                |           |              |                                  |            |                   |
| NATIONAL BANK OF ARIZONA                              | JUL26/3422     |           |              | 3422/WILDLAND FIRE - CIRCLE K    | 07/02/2026 | 46.01             |
| NATIONAL BANK OF ARIZONA                              | JUL26/3422     |           |              | 3422/WILDLAND FIRE - SHELL       | 07/02/2026 | 62.04             |
| NATIONAL BANK OF ARIZONA                              | JUL26/3422     |           |              | 3422/WILDLAND FIRE - SHELL       | 07/02/2026 | 52.50             |
| NATIONAL BANK OF ARIZONA                              | JUL26/3422     |           |              | 3422/WILDLAND FIRE - RUIDOSO MTN | 07/02/2026 | 878.18            |
| NATIONAL BANK OF ARIZONA                              | JUL26/3422     |           |              | 3422/WILDLAND FIRE - SHELL       | 07/02/2026 | 77.00             |
| NATIONAL BANK OF ARIZONA                              | JUL26/3422     |           |              | 3422/WILDLAND FIRE - MAVERIK     | 07/02/2026 | 89.00             |
| NATIONAL BANK OF ARIZONA                              | JUL26/3422     |           |              | 3422/WILDLAND FIRE - SLEEP INN   | 07/02/2026 | 186.81            |
| NATIONAL BANK OF ARIZONA                              | JUL26/3422     |           |              | 3422/WILDLAND FIRE - CIRCLE K    | 07/02/2026 | 71.01             |
| NATIONAL BANK OF ARIZONA                              | JUL26/3422     |           |              | 3422/WILDLAND FIRE - SLEEP INN   | 07/02/2026 | 773.38            |
| NATIONAL BANK OF ARIZONA                              | JUL26/3422     |           |              | 3422/WILDLAND FIRE - CIRCLE K    | 07/02/2026 | 67.00             |
|                                                       |                |           |              |                                  |            | <b>\$2,302.93</b> |
| <b>10.55-610 - OTHER SPECIAL EVENTS</b>               |                |           |              |                                  |            |                   |
| AMAZON CAPITAL SERVICES                               | 1LQD-GVWD-PD   |           |              | RECHARGEABLE MEGAPHONE BULL      | 06/30/2026 | 32.72             |
| <b>10.55-613 - COWPUNCHER POND</b>                    |                |           |              |                                  |            |                   |
| ARIZONA GAME & FISH DEPA                              | 27CFPEAGAR     |           |              | ICOMMUNITY FISHING PROGRAM - A   | 07/17/2026 | 4,744.00          |
| <b>10.55-614 - FOURTH OF JULY</b>                     |                |           |              |                                  |            |                   |
| AMAZON CAPITAL SERVICES                               | 1LQD-GVWD-PD   |           |              | 4TH OF JULY                      | 06/30/2026 | 168.47            |
| AMAZON CAPITAL SERVICES                               | 1LQD-GVWD-PD   |           |              | 4TH OF JULY                      | 06/30/2026 | 55.63             |
| BLUE HILLS ENVIRONMENTA                               | 2607063254438  |           |              | PORTA JOHNS - AIRPORT FOR FIREW  | 07/06/2026 | 248.80            |
| STAPLES                                               | 6068194844     |           |              | 4th OF JULY CANDY                | 07/06/2026 | 100.65            |
| VAUGHAN, JESSICA                                      | JULY2026       |           |              | 4th of July- Parade Price Money  | 07/01/2026 | 300.00            |
| WOODLAND BUILDING CENT                                | 86314          |           |              | 5LB 2-1/2 STAR EXT SCREWS        | 06/29/2026 | 32.72             |
|                                                       |                |           |              |                                  |            | <b>\$906.27</b>   |
| <b>10.58-290 - PRISON LABOR CHARGES</b>               |                |           |              |                                  |            |                   |
| AZ DEPT OF CORRECTIONS                                | W052776260702  |           |              | INMATE LABOR                     | 07/07/2026 | 63.00             |
| AZ DEPT OF CORRECTIONS                                | WEAG0626       |           |              | INMATE MILEAGE                   | 07/17/2026 | 113.57            |
| AZ DEPT OF CORRECTIONS                                | W052761260717  |           |              | INMATE LABOR                     | 07/21/2026 | 19.50             |
|                                                       |                |           |              |                                  |            | <b>\$196.07</b>   |
| <b>10.58-320 - CLEANING &amp; SANITARY SUPPLIES</b>   |                |           |              |                                  |            |                   |
| STAPLES                                               | 6068194843     |           |              | CLEANING SUPPLIES                | 07/06/2026 | 67.97             |
| STAPLES                                               | 6068194844     |           |              | CLEANING SUPPLIES                | 07/06/2026 | 100.10            |
| STAPLES                                               | 6069136476     |           |              | CLEANING SUPPLIES                | 07/20/2026 | 75.90             |
|                                                       |                |           |              |                                  |            | <b>\$243.97</b>   |
| <b>10.58-355 - SAFETY EQUIPMENT</b>                   |                |           |              |                                  |            |                   |
| WOODLAND BUILDING CENT                                | 85464          |           |              | GLOVES                           | 06/09/2026 | 20.72             |
| <b>10.58-360 - BUILDING REPAIR MATERIAL &amp; SUP</b> |                |           |              |                                  |            |                   |
| AMAZON CAPITAL SERVICES                               | 14JF-YGWL-QH   |           |              | BATHROOM STALL DOOR LATCH        | 06/30/2026 | 66.53             |
| AMAZON CAPITAL SERVICES                               | 1KHV-WWWW-M-J  |           |              | RETURN - BATHROOM LATCH          | 06/30/2026 | -30.54            |
| DAVIS ACE HARDWARE                                    | 62500          |           |              | TOILET SEAT/PARTS                | 06/15/2026 | 61.93             |
| DAVIS ACE HARDWARE                                    | 62509          |           |              | ROPE SB NYLON                    | 06/16/2026 | 104.08            |
| DAVIS ACE HARDWARE                                    | 62518          |           |              | LED LINEAR LAMP                  | 06/18/2026 | 58.89             |
| DAVIS ACE HARDWARE                                    | 62519          |           |              | DUCT TAPE BLACK                  | 06/18/2026 | 52.32             |
| DAVIS ACE HARDWARE                                    | 62570          |           |              | BULB LED                         | 06/29/2026 | 90.93             |
| NATIONAL BANK OF ARIZONA                              | JUL26/3134     |           |              | 3134/SP FLAGPOLESETCINC          | 07/02/2026 | 147.68            |
| UDALL, NOLAN                                          | 91385          |           |              | REPLACE INTERNAL CONTROL -FINA   | 07/20/2026 | 200.00            |
| WOODLAND BUILDING CENT                                | 85287          |           |              | WHT ELG PLS SLW SLS SEAT         | 06/04/2026 | 38.17             |
| WOODLAND BUILDING CENT                                | 85399          |           |              | PARTS                            | 06/08/2026 | 16.34             |
| WOODLAND BUILDING CENT                                | 85409          |           |              | MATERIALS                        | 06/08/2026 | 33.24             |
| WOODLAND BUILDING CENT                                | 85433          |           |              | RESET COMBINATION LOCK           | 06/08/2026 | 23.99             |
| WOODLAND BUILDING CENT                                | 85758          |           |              | MATERIALS                        | 06/16/2026 | 124.31            |
| WOODLAND BUILDING CENT                                | 85818          |           |              | KEYS/WD40                        | 06/17/2026 | 23.39             |
| WOODLAND BUILDING CENT                                | 85858          |           |              | PARTS                            | 06/17/2026 | 54.98             |
| WOODLAND BUILDING CENT                                | 86116          |           |              | 8X8X16 REG BLOCK                 | 06/24/2026 | 74.95             |
|                                                       |                |           |              |                                  |            | <b>\$1,141.19</b> |
| <b>10.58-380 - PARK &amp; GROUNDS MATERIALS</b>       |                |           |              |                                  |            |                   |
| AMAZON CAPITAL SERVICES                               | 1H3R-MMVT-9Q   |           |              | PARTS - POND                     | 06/30/2026 | 55.17             |
| DAVIS ACE HARDWARE                                    | 62472          |           |              | MASK SANDING 20PK                | 06/09/2026 | 41.45             |
| NATIONAL BANK OF ARIZONA                              | JUL26/3430     |           |              | 3430/WEBS WATER GARDENS          | 07/02/2026 | 188.99            |
| WOODLAND BUILDING CENT                                | 85308          |           |              | BATTERIES                        | 06/04/2026 | 14.17             |
| WOODLAND BUILDING CENT                                | 85775          |           |              | PADLOCK/KEY                      | 06/16/2026 | 16.53             |
| WOODLAND BUILDING CENT                                | 85796          |           |              | 20CT 42GAL CONTRCTR BAG          | 06/16/2026 | 21.81             |
| WOODLAND BUILDING CENT                                | 85832          |           |              | MATERIALS                        | 06/17/2026 | 46.43             |
| WOODLAND BUILDING CENT                                | 85834          |           |              | TERMINAL ADAPTER                 | 06/17/2026 | 1.63              |

**TOWN OF EAGAR**  
**Payment Approval**

| Vendor                                                | Invoice No.    | PO Number | Activity No. | Description                     | Date       | Amount            |
|-------------------------------------------------------|----------------|-----------|--------------|---------------------------------|------------|-------------------|
| WOODLAND BUILDING CENT                                | 86024          |           |              | PARTS - POND                    | 06/22/2026 | 4.43              |
| WOODLAND BUILDING CENT                                | 86348          |           |              | PVC - REC CNTR                  | 06/30/2026 | 3.91              |
|                                                       |                |           |              |                                 |            | <b>\$394.52</b>   |
| <b>10.58-505 - ELECTRICITY</b>                        |                |           |              |                                 |            |                   |
| NAVOPACHE ELEC COOP, INC                              | JUL26/2551305  |           |              | RV BALL PARK                    | 07/09/2026 | 1,841.20          |
| NAVOPACHE ELEC COOP, INC                              | JUL26/2681605  |           |              | RVPD EAGAR PUBLIC WKS           | 07/09/2026 | 103.42            |
| NAVOPACHE ELEC COOP, INC                              | JUL26/4124705  |           |              | 174 S MAIN                      | 07/09/2026 | 626.02            |
| NAVOPACHE ELEC COOP, INC                              | JUL26/6726400  |           |              | 247 E 2ND AVE                   | 07/09/2026 | 106.42            |
| NAVOPACHE ELEC COOP, INC                              | JUL26/7111000  |           |              | 246 E 2ND AVE RACQUETBALL COUR  | 07/09/2026 | 254.72            |
| NAVOPACHE ELEC COOP, INC                              | JUL26/7569700  |           |              | 194 N MAIN                      | 07/09/2026 | 48.84             |
| NAVOPACHE ELEC COOP, INC                              | JUL26/8335900  |           |              | 246 2ND AVE - POND              | 07/09/2026 | 67.21             |
|                                                       |                |           |              |                                 |            | <b>\$3,047.83</b> |
| <b>10.58-510 - TELEPHONE</b>                          |                |           |              |                                 |            |                   |
| ALL COPY PRODUCTS, INC                                | 42446005       |           |              | PHONE Agreement#110-1863720-000 | 07/07/2026 | 435.63            |
| FRONTIER                                              | JUL26/92819637 |           |              | PHONE/INTERNET                  | 07/07/2026 | 647.78            |
| FRONTIER                                              | JUL26/92833310 |           |              | PHONE/INTERNET                  | 07/15/2026 | 376.19            |
| KNS TECH SERVICES LLC                                 | 12646          |           |              | STARLINK                        | 07/01/2026 | 101.40            |
| KNS TECH SERVICES LLC                                 | DG-1750        |           |              | PHONE/INTERNET                  | 07/01/2026 | 349.46            |
|                                                       |                |           |              |                                 |            | <b>\$1,910.46</b> |
| <b>10.58-515 - HEATING FUEL</b>                       |                |           |              |                                 |            |                   |
| WESTERN DRUG, INC.                                    | 791165         |           |              | SIERRA 7GAL NEW PROPANE         | 06/30/2026 | 140.73            |
| <b>10.58-573 - TRASH/DEBRIS DISPOSAL</b>              |                |           |              |                                 |            |                   |
| BLUE HILLS ENVIRONMENTA                               | 2607023187556  |           |              | GARBAGE REMOVAL- ACCT#101990    | 07/02/2026 | 398.14            |
| <b>10.59-290 - PRISON LABOR CHARGES</b>               |                |           |              |                                 |            |                   |
| AZ DEPT OF CORRECTIONS                                | W052776260702  |           |              | INMATE LABOR                    | 07/07/2026 | 21.00             |
| AZ DEPT OF CORRECTIONS                                | WEAG0626       |           |              | INMATE MILEAGE                  | 07/17/2026 | 37.86             |
| AZ DEPT OF CORRECTIONS                                | W052761260717  |           |              | INMATE LABOR                    | 07/21/2026 | 6.50              |
|                                                       |                |           |              |                                 |            | <b>\$65.36</b>    |
| <b>10.59-300 - CLOTHING ALLOWANCE</b>                 |                |           |              |                                 |            |                   |
| MISSION LINEN SUPPLY                                  | 526216415      |           |              | LINEN SERVICE                   | 06/17/2026 | 19.44             |
| <b>10.59-305 - SHOP SUPPLIES</b>                      |                |           |              |                                 |            |                   |
| BAUMAN HOME AND AUTO IN                               | 814831         |           |              | LG OIL DRIP PAN                 | 06/24/2026 | 65.10             |
| MISSION LINEN SUPPLY                                  | 526216415      |           |              | LINEN SERVICE                   | 06/17/2026 | 41.91             |
| NAPA AUTO PARTS                                       | 281348         | 51065     |              | AC BOTTLE                       | 06/01/2026 | 392.75            |
|                                                       |                |           |              |                                 |            | <b>\$499.76</b>   |
| <b>10.59-340 - GAS, OIL, LUBRICANTS</b>               |                |           |              |                                 |            |                   |
| FUELMAN                                               | NP70786371     |           |              | FUEL ACCT#2844968               | 07/06/2026 | 309.45            |
| RHINEHART OIL CO.                                     | IN-306077-26   |           |              | GAS-FUEL                        | 07/27/2026 | 532.56            |
|                                                       |                |           |              |                                 |            | <b>\$842.01</b>   |
| <b>30.60-290 - PRISON LABOR CHARGES</b>               |                |           |              |                                 |            |                   |
| AZ DEPT OF CORRECTIONS                                | W052776260702  |           |              | INMATE LABOR                    | 07/07/2026 | 105.00            |
| AZ DEPT OF CORRECTIONS                                | WEAG0626       |           |              | INMATE MILEAGE                  | 07/17/2026 | 189.26            |
| AZ DEPT OF CORRECTIONS                                | W052761260717  |           |              | INMATE LABOR                    | 07/21/2026 | 32.50             |
|                                                       |                |           |              |                                 |            | <b>\$326.76</b>   |
| <b>30.60-340 - GAS, OIL &amp; LUBRICANTS</b>          |                |           |              |                                 |            |                   |
| RHINEHART OIL CO.                                     | IN-306077-26   |           |              | GAS-FUEL                        | 07/27/2026 | 1,065.10          |
| <b>30.60-341 - VEHICLE SUPPLIES &amp; MAINTENANCE</b> |                |           |              |                                 |            |                   |
| AMAZON CAPITAL SERVICES                               | 16QC-HKT6-DC   |           |              | HUSQVARNA PARTS                 | 06/30/2026 | 726.06            |
| AMAZON CAPITAL SERVICES                               | 1967-LYRW-M1   |           |              | HUSQVARNA PARTS                 | 06/30/2026 | 17.42             |
| AMAZON CAPITAL SERVICES                               | 1LQD-GVWD-M9   |           |              | RETURN - HUSQVARNA PARTS        | 06/30/2026 | -45.74            |
| BAUMAN HOME AND AUTO IN                               | 814460         |           |              | OXYGEN/LG ACETYLENE             | 06/10/2026 | 142.57            |
| BAUMAN HOME AND AUTO IN                               | 814592         |           |              | CLAMP-EXTRA HEAVY               | 06/16/2026 | 13.62             |
| BAUMAN HOME AND AUTO IN                               | 814617         |           |              | HOOD LATCH                      | 06/17/2026 | 51.95             |
| BAUMAN HOME AND AUTO IN                               | 814647         |           |              | FILTERS                         | 06/18/2026 | 139.59            |
| BAUMAN HOME AND AUTO IN                               | 814756         |           |              | PARTS                           | 06/22/2026 | 262.43            |
| BAUMAN HOME AND AUTO IN                               | 814872         |           |              | BRAKE CLEANER                   | 06/25/2026 | 163.67            |
| EMPIRE SOUTHWEST LLC                                  | EMPS7549654    | 51109     |              | PARTS - MINI EXCAVATOR          | 07/10/2026 | 494.60            |
| EMPIRE SOUTHWEST LLC                                  | EMPS7557181    | 51110     |              | BRUSH HOG MOWER PARTS           | 07/15/2026 | 2,975.58          |
| INTERSTATE BATTERIES                                  | 25023886       |           |              | BATTERY                         | 06/30/2026 | 172.45            |
| NAPA AUTO PARTS                                       | 283065         |           |              | GAT HYD HOSE FITTINGS           | 06/22/2026 | 69.87             |
| NAPA AUTO PARTS                                       | 283833         |           |              | EXHAUST CLAMP/MULTI-USE HOSE    | 06/30/2026 | 92.72             |
| VALLEY AUTO PARTS                                     | 52722          |           |              | KW HOODLATCH                    | 06/26/2026 | 157.28            |
| WOODLAND BUILDING CENT                                | 85188          |           |              | BULK BOLTS,NUTS, SCREWA, FASTE  | 06/02/2026 | 23.76             |
|                                                       |                |           |              |                                 |            | <b>\$5,457.83</b> |
| <b>30.60-342 - DIESEL</b>                             |                |           |              |                                 |            |                   |
| RHINEHART OIL CO.                                     | IN-306077-26   |           |              | CLEAR/DYED DIESEL FUEL          | 07/27/2026 | 1,504.76          |
| <b>30.60-350 - SMALL TOOLS &amp; HARDWARE</b>         |                |           |              |                                 |            |                   |
| DAVIS ACE HARDWARE                                    | 62540          |           |              | PARTS                           | 06/23/2026 | 141.76            |
| <b>30.60-355 - SAFETY EQUIPMENT</b>                   |                |           |              |                                 |            |                   |
| AMAZON CAPITAL SERVICES                               | 1LQD-GVWD-PD   |           |              | GLOVES                          | 06/30/2026 | 54.41             |
| WOODLAND BUILDING CENT                                | 85235          |           |              | 5GL WTR JUG W/CUP DISPNS        | 06/03/2026 | 74.18             |
|                                                       |                |           |              |                                 |            | <b>\$128.59</b>   |

**TOWN OF EAGAR**  
**Payment Approval**

| Vendor                                              | Invoice No.     | PO Number | Activity No. | Description                        | Date       | Amount              |
|-----------------------------------------------------|-----------------|-----------|--------------|------------------------------------|------------|---------------------|
| <b>30.60-360 - BUILDING REPAIR MATRL &amp; SPLV</b> |                 |           |              |                                    |            |                     |
| AMAZON CAPITAL SERVICES                             | 1MMQ-WD3D-W     |           |              | TUBE LIGHTS                        | 06/30/2026 | 262.12              |
| <b>30.60-365 - RIGHT-OF-WAY SUPPLIES</b>            |                 |           |              |                                    |            |                     |
| AMAZON CAPITAL SERVICES                             | 1XCK-G31T-GJC   | 51082     |              | HERBICIDES                         | 06/30/2026 | 705.30              |
| AMAZON CAPITAL SERVICES                             | 1XCK-G31T-GJC   | 51082     |              | HERBICIDES                         | 06/30/2026 | 68.12               |
| NAPA AUTO PARTS                                     | 281670          |           |              | NTH COUPLER/ADAPTER                | 06/04/2026 | 17.96               |
| WOODLAND BUILDING CENT                              | 85196           |           |              | BALLISTIC LINE                     | 06/02/2026 | 17.45               |
|                                                     |                 |           |              |                                    |            | <b>\$808.83</b>     |
| <b>30.60-370 - ROAD MATRL-SUPPLIES PAVING</b>       |                 |           |              |                                    |            |                     |
| BRIMHALL SAND ROCK & BUI                            | 16239           | 51084     |              | COLD MIX                           | 06/17/2026 | 5,108.64            |
| WOODLAND BUILDING CENT                              | 85252           |           |              | CONCRETE                           | 06/03/2026 | 172.62              |
| WW CLYDE                                            | 65203148        | 51101     |              | COLD MIX                           | 07/08/2026 | 2,732.43            |
| WW CLYDE                                            | 65203149        | 51101     |              | COLD MIX                           | 07/08/2026 | 2,634.21            |
| WW CLYDE                                            | 65203150        | 51101     |              | COLD MIX                           | 07/08/2026 | 2,777.53            |
| WW CLYDE                                            | 65203162        | 51101     |              | COLD MIX                           | 07/08/2026 | 2,022.35            |
|                                                     |                 |           |              |                                    |            | <b>\$15,447.78</b>  |
| <b>30.60-375 - STREET SIGNS &amp; STRIPING</b>      |                 |           |              |                                    |            |                     |
| ARIZONA LINES, LLC                                  | 161326          | 51114     |              | STRIPING - MAIN ST & SCHOOLBUS R   | 07/27/2026 | 9,510.48            |
| <b>30.60-505 - ELECTRICITY</b>                      |                 |           |              |                                    |            |                     |
| NAVOPACHE ELEC COOP, INC                            | JUL26/2440705   |           |              | 1162 WATER CANYON-TRUCK SHOP       | 07/09/2026 | 746.37              |
| NAVOPACHE ELEC COOP, INC                            | JUL26/2440905   |           |              | 1162 WTR CNYN-TRUCK LINE           | 07/09/2026 | 71.20               |
| NAVOPACHE ELEC COOP, INC                            | JUL26/2524205   |           |              | STREET LIGHTS                      | 07/09/2026 | 29.19               |
| NAVOPACHE ELEC COOP, INC                            | JUL26/2525205   |           |              | STREET LIGHTS                      | 07/09/2026 | 29.19               |
| NAVOPACHE ELEC COOP, INC                            | JUL26/2633905   |           |              | EAGAR TRAFFIC LIGHT                | 07/09/2026 | 94.12               |
| NAVOPACHE ELEC COOP, INC                            | JUL26/2675205   |           |              | STREET LIGHTS                      | 07/09/2026 | 1,386.60            |
| NAVOPACHE ELEC COOP, INC                            | JUL26/6487100   |           |              | 6TH AVE AND MAIN                   | 07/09/2026 | 7.88                |
| NAVOPACHE ELEC COOP, INC                            | JUL26/8578501   |           |              | 635 N MAIN PEDESTRAIN CROSSWAL     | 07/09/2026 | 46.23               |
|                                                     |                 |           |              |                                    |            | <b>\$2,410.78</b>   |
| <b>30.60-510 - TELEPHONE</b>                        |                 |           |              |                                    |            |                     |
| ALL COPY PRODUCTS, INC                              | 42446005        |           |              | PHONE Agreement#110-1863720-000    | 07/07/2026 | 54.46               |
| FRONTIER                                            | JUL26/92819637  |           |              | PHONE/INTERNET                     | 07/07/2026 | 89.97               |
| FRONTIER                                            | JUL26/92833310  |           |              | PHONE/INTERNET                     | 07/15/2026 | 52.25               |
| KNS TECH SERVICES LLC                               | 12646           |           |              | STARLINK                           | 07/01/2026 | 13.00               |
| KNS TECH SERVICES LLC                               | DG-1750         |           |              | PHONE/INTERNET                     | 07/01/2026 | 48.54               |
|                                                     |                 |           |              |                                    |            | <b>\$258.22</b>     |
| <b>30.60-525 - POSTAGE, FREIGHT &amp; FEES</b>      |                 |           |              |                                    |            |                     |
| NATIONAL BANK OF ARIZONA                            | JUL26/2615      |           |              | 2615/USPS                          | 07/02/2026 | 77.22               |
| <b>30.60-526 - BANKING FEES</b>                     |                 |           |              |                                    |            |                     |
| Chase Paymentech                                    | JUL26/1052      |           |              | BANKING FEES                       | 07/03/2026 | 66.19               |
| Chase Paymentech                                    | JUL26/4176      |           |              | BANKING FEES                       | 07/03/2026 | 7.67                |
| NATIONAL BANK OF AZ -Bank                           | JUL26/3531      |           |              | BANKING FEES                       | 07/17/2026 | 26.68               |
| Xpress Bill Pay                                     | INV-XPR036990   |           |              | BANKING FEES                       | 07/06/2026 | 73.48               |
|                                                     |                 |           |              |                                    |            | <b>\$174.02</b>     |
| <b>30.60-572 - COMPUTER SUPPORT</b>                 |                 |           |              |                                    |            |                     |
| KNS TECH SERVICES LLC                               | 12625           |           |              | COMPUTER SUPPORT                   | 07/01/2026 | 1,130.04            |
| <b>30.60-573 - TRASH/DEBRIS DISPOSAL</b>            |                 |           |              |                                    |            |                     |
| BLUE HILLS ENVIRONMENTA                             | 2607023187556   |           |              | GARBAGE REMOVAL- ACCT#101990       | 07/02/2026 | 49.82               |
| <b>30.60-760 - PC-BUILDINGS &amp; LAND</b>          |                 |           |              |                                    |            |                     |
| APACHE COUNTY ENGINEER-                             | 885             | 51004     | RD26-00002.1 | LIMESTONE - STARLITE RD            | 06/02/2026 | 702.00              |
| <b>35.56-370 - MATERIALS - BASHAS MURAL</b>         |                 |           |              |                                    |            |                     |
| NATIONAL BANK OF ARIZONA                            | JUL26/3134      |           |              | 3134/BASHAS'                       | 07/02/2026 | 11.31               |
| <b>35.67-370 - EQUIPMENT</b>                        |                 |           |              |                                    |            |                     |
| NARGEAR LLC                                         | 75118.1         | 51061     |              | WILDLAND PACKS                     | 06/05/2026 | 4,129.26            |
| <b>35.90-370 - ADEQ - MATERIALS/CONSTRUCTION</b>    |                 |           |              |                                    |            |                     |
| EPS GROUP INC                                       | 24-0088-14      | 050792    |              | DRAINAGE MASTER PLAN               | 07/14/2026 | 11,000.00           |
| <b>35.95-370 - OPIOID MATERIALS/EQUIPMENT</b>       |                 |           |              |                                    |            |                     |
| LIFE-ASSIST, INC                                    | 2138119         | 51076     |              | NARCOTICS CABINET                  | 06/30/2026 | 20,818.29           |
| STRYKER SALES, LLC                                  | 51077           | 51077     |              | MEDICAL EQUIPMENT AND SUPPLIES     | 06/09/2026 | 145,366.56          |
|                                                     |                 |           |              |                                    |            | <b>\$166,184.85</b> |
| <b>50.13100 - ACCOUNTS RECEIVABLE</b>               |                 |           |              |                                    |            |                     |
| ANDERSON, DEVANIE                                   | Refund: 567001  |           |              | Refund: 567001 - ANDERSON, DEVANI  | 07/21/2026 | 11.22               |
| EARL, ANTONY                                        | Refund: 756090  |           |              | Refund: 756090 - EARL, ANTONY      | 07/29/2026 | 47.78               |
| MAXEDON, ALEX                                       | Refund: 600023  |           |              | Refund: 600023 - MAXEDON, ALEX     | 07/08/2026 | 77.23               |
| STONEBAKER, FELIX                                   | Refund: 1201498 |           |              | Refund: 1201498 - STONEBAKER, FELI | 07/16/2026 | 547.05              |
|                                                     |                 |           |              |                                    |            | <b>\$683.28</b>     |
| <b>50.25100 - ACCRUED SALES TAX PAYABLE</b>         |                 |           |              |                                    |            |                     |
| ARIZONA DEPT OF REVENUE                             | TPT/6.2026      |           |              | TPT - Tax                          | 07/15/2026 | 13,655.87           |
| <b>50.38-700 - OTHER MISC INCOME - SPECIFY</b>      |                 |           |              |                                    |            |                     |
| BROWN, DANNY                                        | JUL26           |           |              | REIMBURSE - ROAD CROSSING          | 07/27/2026 | 1,250.00            |
| <b>50.81-310 - OFFICE SUPPLIES</b>                  |                 |           |              |                                    |            |                     |
| BUSINESS SOLUTIONS GROU                             | 17205           | 51056     |              | UTILITY CARDS/ENVELOPES            | 07/08/2026 | 876.94              |

**TOWN OF EAGAR**  
**Payment Approval**

| Vendor                                              | Invoice No.    | PO Number | Activity No. | Description                     | Date       | Amount             |
|-----------------------------------------------------|----------------|-----------|--------------|---------------------------------|------------|--------------------|
| <b>50.81-340 - GAS, OIL &amp; LUBRICANTS</b>        |                |           |              |                                 |            |                    |
| RHINEHART OIL CO.                                   | IN-306077-26   |           |              | GAS-FUEL                        | 07/27/2026 | 532.56             |
| <b>50.81-342 - DIESEL</b>                           |                |           |              |                                 |            |                    |
| RHINEHART OIL CO.                                   | IN-306077-26   |           |              | CLEAR/DYED DIESEL FUEL          | 07/27/2026 | 694.52             |
| <b>50.81-345 - SYSTEM PARTS</b>                     |                |           |              |                                 |            |                    |
| FORTILINE WATERWORKS                                | 7417886        | 51079     |              | WATER PARTS                     | 06/12/2026 | 1,036.89           |
| FORTILINE WATERWORKS                                | 7448493        | 51097     |              | WATER PARTS                     | 07/08/2026 | 904.81             |
| FORTILINE WATERWORKS                                | 7454303        | 51097     |              | WATER PARTS                     | 07/28/2026 | 771.39             |
| FORTILINE WATERWORKS                                | 74959943       | 50913     |              | WATER PARTS                     | 07/28/2026 | 382.51             |
|                                                     |                |           |              |                                 |            | <b>\$3,095.60</b>  |
| <b>50.81-380 - WELL REPAIR</b>                      |                |           |              |                                 |            |                    |
| STANDARD ELECTRIC WHOL                              | 79314          | 51106     |              | BREAKER - WELL                  | 07/10/2026 | 2,005.96           |
| <b>50.81-505 - ELECTRICITY</b>                      |                |           |              |                                 |            |                    |
| NAVOPACHE ELEC COOP, INC                            | JUL26/2440505  |           |              | FLAT TOP BOOSTER PUMP           | 07/09/2026 | 46.60              |
| NAVOPACHE ELEC COOP, INC                            | JUL26/2459205  |           |              | HALL WELL                       | 07/09/2026 | 3,518.56           |
| NAVOPACHE ELEC COOP, INC                            | JUL26/2493205  |           |              | RAMSEY PARK WELL                | 07/09/2026 | 540.72             |
| NAVOPACHE ELEC COOP, INC                            | JUL26/2678105  |           |              | TRANSFER STATION WELL           | 07/09/2026 | 63.43              |
| NAVOPACHE ELEC COOP, INC                            | JUL26/2678508  |           |              | 148 N OLD GRIST MILL            | 07/09/2026 | 2,056.32           |
| NAVOPACHE ELEC COOP, INC                            | JUL26/3669005  |           |              | 695 W 4TH ST-NICOLL WELL        | 07/09/2026 | 5,016.66           |
| NAVOPACHE ELEC COOP, INC                            | JUL26/3941605  |           |              | 808 S JUNIPER                   | 07/09/2026 | 474.83             |
| NAVOPACHE ELEC COOP, INC                            | JUL26/6788701  |           |              | 525 #3 MARICOPA                 | 07/09/2026 | 1,417.54           |
| NAVOPACHE ELEC COOP, INC                            | JUL26/6788800  |           |              | WELL SAFARI & SCH BUS           | 07/09/2026 | 273.46             |
| NAVOPACHE ELEC COOP, INC                            | JUL26/8407000  |           |              | 70 E 1ST AVE-WELL               | 07/09/2026 | 107.65             |
|                                                     |                |           |              |                                 |            | <b>\$13,515.77</b> |
| <b>50.81-510 - TELEPHONE</b>                        |                |           |              |                                 |            |                    |
| ALL COPY PRODUCTS, INC                              | 42446005       |           |              | PHONE Agreement#110-1863720-000 | 07/07/2026 | 27.23              |
| FRONTIER                                            | JUL26/92819637 |           |              | PHONE/INTERNET                  | 07/07/2026 | 44.98              |
| FRONTIER                                            | JUL26/92833310 |           |              | PHONE/INTERNET                  | 07/15/2026 | 26.12              |
| KNS TECH SERVICES LLC                               | 12646          |           |              | STARLINK                        | 07/01/2026 | 7.80               |
| KNS TECH SERVICES LLC                               | DG-1750        |           |              | PHONE/INTERNET                  | 07/01/2026 | 24.27              |
|                                                     |                |           |              |                                 |            | <b>\$130.40</b>    |
| <b>50.81-511 - CELL PHONES</b>                      |                |           |              |                                 |            |                    |
| VERIZON WIRELESS                                    | 6148498896     |           |              | ON CALL CELL PHONE              | 07/12/2026 | 24.98              |
| <b>50.81-512 - WIRELESS ACCESS</b>                  |                |           |              |                                 |            |                    |
| VERIZON WIRELESS                                    | 6148498896     |           |              | WATER METER -WIRELESS ACCESS    | 07/12/2026 | 40.01              |
| VERIZON WIRELESS                                    | 6148498897     |           |              | WATER METER -WIRELESS ACCESS    | 07/12/2026 | 80.08              |
|                                                     |                |           |              |                                 |            | <b>\$120.09</b>    |
| <b>50.81-525 - POSTAGE, FREIGHT &amp; FEES</b>      |                |           |              |                                 |            |                    |
| NATIONAL BANK OF ARIZONA                            | JUL26/2615     |           |              | 2615/USPS                       | 07/02/2026 | 527.78             |
| <b>50.81-526 - BANKING FEES</b>                     |                |           |              |                                 |            |                    |
| Chase Paymentech                                    | JUL26/1052     |           |              | BANKING FEES                    | 07/03/2026 | 430.24             |
| Chase Paymentech                                    | JUL26/4176     |           |              | BANKING FEES                    | 07/03/2026 | 49.86              |
| NATIONAL BANK OF AZ -Bank                           | JUL26/3531     |           |              | BANKING FEES                    | 07/17/2026 | 173.41             |
| Xpress Bill Pay                                     | INV-XPR036990  |           |              | BANKING FEES                    | 07/06/2026 | 477.60             |
|                                                     |                |           |              |                                 |            | <b>\$1,131.11</b>  |
| <b>50.81-535 - MATERIAL TESTING</b>                 |                |           |              |                                 |            |                    |
| AZ DEPT OF ENVIRON. QUALI                           | 0000452270X    |           |              | MAP B2013183 - ANNUAL FEES      | 07/01/2026 | 9,846.11           |
| <b>50.81-570 - PROFESSIONAL &amp; TECHNICAL SRV</b> |                |           |              |                                 |            |                    |
| SOLAR SECURED SOLUTION                              | 2046285        |           |              | 3 ECOGREEN MONITORS - LEASE     | 07/10/2026 | 59.85              |
| <b>50.81-572 - COMPUTER SUPPORT</b>                 |                |           |              |                                 |            |                    |
| KNS TECH SERVICES LLC                               | 12625          |           |              | COMPUTER SUPPORT                | 07/01/2026 | 701.41             |
| <b>50.81-573 - TRASH/DEBRIS DISPOSAL</b>            |                |           |              |                                 |            |                    |
| BLUE HILLS ENVIRONMENTA                             | 2607023187556  |           |              | GARBAGE REMOVAL- ACCT#101990    | 07/02/2026 | 60.90              |
| <b>50.82-290 - PRISON LABOR CHARGES</b>             |                |           |              |                                 |            |                    |
| AZ DEPT OF CORRECTIONS                              | W052776260702  |           |              | INMATE LABOR                    | 07/07/2026 | 21.00              |
| AZ DEPT OF CORRECTIONS                              | WEAG0626       |           |              | INMATE MILEAGE                  | 07/17/2026 | 37.86              |
| AZ DEPT OF CORRECTIONS                              | W052761260717  |           |              | INMATE LABOR                    | 07/21/2026 | 6.50               |
|                                                     |                |           |              |                                 |            | <b>\$65.36</b>     |
| <b>50.82-310 - OFFICE SUPPLIES</b>                  |                |           |              |                                 |            |                    |
| BUSINESS SOLUTIONS GROU                             | 17205          | 51056     |              | UTILITY CARDS/ENVELOPES         | 07/08/2026 | 876.94             |
| <b>50.82-330 - SEWER TREATMENT SUPPLIES</b>         |                |           |              |                                 |            |                    |
| OMEGA INDUSTRIAL SUPPLY                             | 170765         | 51094     |              | SEWER POND CHEMICALS            | 06/29/2026 | 4,135.32           |
| <b>50.82-331 - SEWER TRANSMISSION LINE</b>          |                |           |              |                                 |            |                    |
| TOWN OF SPRINGERVILLE                               | JUL26/40424200 |           |              | SEWER TRANSMISSION LINE         | 06/30/2026 | 229.85             |
| TOWN OF SPRINGERVILLE                               | JUL26/40424400 |           |              | SEWER TRANSMISSION LINE         | 06/30/2026 | 366.69             |
| TOWN OF SPRINGERVILLE                               | JUL26/40424600 |           |              | SEWER TRANSMISSION LINE         | 06/30/2026 | 370.38             |
| TOWN OF SPRINGERVILLE                               | JUL26/40424800 |           |              | SEWER TRANSMISSION LINE         | 06/30/2026 | 62.54              |
| TOWN OF SPRINGERVILLE                               | JUL26/40425200 |           |              | SEWER TRANSMISSION LINE         | 06/30/2026 | 181.41             |
|                                                     |                |           |              |                                 |            | <b>\$1,210.87</b>  |
| <b>50.82-340 - GAS, OIL &amp; LUBRICANTS</b>        |                |           |              |                                 |            |                    |
| RHINEHART OIL CO.                                   | IN-306077-26   |           |              | GAS-FUEL                        | 07/27/2026 | 532.56             |

**TOWN OF EAGAR**  
**Payment Approval**

| Vendor                                         | Invoice No.    | PO Number | Activity No. | Description                     | Date       | Amount                |
|------------------------------------------------|----------------|-----------|--------------|---------------------------------|------------|-----------------------|
| <b>50.82-342 - DIESEL</b>                      |                |           |              |                                 |            |                       |
| RHINEHART OIL CO.                              | IN-306077-26   |           |              | CLEAR/DYED DIESEL FUEL          | 07/27/2026 | 694.52                |
| <b>50.82-345 - SYSTEM PARTS</b>                |                |           |              |                                 |            |                       |
| FORTILINE WATERWORKS                           | 7448493        | 51097     |              | SEWER PARTS                     | 07/08/2026 | 272.82                |
| <b>50.82-505 - ELECTRICITY</b>                 |                |           |              |                                 |            |                       |
| NAVOPACHE ELEC COOP, INC                       | JUL26/2375905  |           |              | 255 W MAIN EAGAR SEWER FARM     | 07/09/2026 | 283.20                |
| NAVOPACHE ELEC COOP, INC                       | JUL26/2377005  |           |              | 255 W MAIN EAGAR SEWER FARM     | 07/09/2026 | 62.33                 |
|                                                |                |           |              |                                 |            | <b>\$345.53</b>       |
| <b>50.82-510 - TELEPHONE</b>                   |                |           |              |                                 |            |                       |
| ALL COPY PRODUCTS, INC                         | 42446005       |           |              | PHONE Agreement#110-1863720-000 | 07/07/2026 | 27.23                 |
| FRONTIER                                       | JUL26/92819637 |           |              | PHONE/INTERNET                  | 07/07/2026 | 44.98                 |
| FRONTIER                                       | JUL26/92833310 |           |              | PHONE/INTERNET                  | 07/15/2026 | 26.12                 |
| KNS TECH SERVICES LLC                          | 12646          |           |              | STARLINK                        | 07/01/2026 | 7.80                  |
| KNS TECH SERVICES LLC                          | DG-1750        |           |              | PHONE/INTERNET                  | 07/01/2026 | 24.27                 |
|                                                |                |           |              |                                 |            | <b>\$130.40</b>       |
| <b>50.82-511 - CELL PHONES</b>                 |                |           |              |                                 |            |                       |
| VERIZON WIRELESS                               | 6148498896     |           |              | ON CALL CELL PHONE              | 07/12/2026 | 24.97                 |
| <b>50.82-525 - POSTAGE, FREIGHT &amp; FEES</b> |                |           |              |                                 |            |                       |
| NATIONAL BANK OF ARIZONA                       | JUL26/2615     |           |              | 2615/USPS                       | 07/02/2026 | 527.78                |
| <b>50.82-526 - BANKING FEES</b>                |                |           |              |                                 |            |                       |
| Chase Paymentech                               | JUL26/1052     |           |              | BANKING FEES                    | 07/03/2026 | 430.24                |
| Chase Paymentech                               | JUL26/4176     |           |              | BANKING FEES                    | 07/03/2026 | 49.86                 |
| NATIONAL BANK OF AZ -Bank                      | JUL26/3531     |           |              | BANKING FEES                    | 07/17/2026 | 173.41                |
| Xpress Bill Pay                                | INV-XPR036990  |           |              | BANKING FEES                    | 07/06/2026 | 477.60                |
|                                                |                |           |              |                                 |            | <b>\$1,131.11</b>     |
| <b>50.82-572 - COMPUTER SUPPORT</b>            |                |           |              |                                 |            |                       |
| KNS TECH SERVICES LLC                          | 12625          |           |              | COMPUTER SUPPORT                | 07/01/2026 | 584.51                |
| <b>50.82-573 - TRASH/DEBRIS DISPOSAL</b>       |                |           |              |                                 |            |                       |
| BLUE HILLS ENVIRONMENTA                        | 2607023187556  |           |              | GARBAGE REMOVAL- ACCT#101990    | 07/02/2026 | 82.10                 |
| <b>60.85-770 - PC - CONSTRUCTION</b>           |                |           |              |                                 |            |                       |
| COMMNET WIRELESS, LLC                          | IN-CWL-0017    | 51095     |              | CDSR BROADBAND                  | 06/30/2026 | 832,825.76            |
|                                                |                |           |              |                                 |            | <b>\$1,292,279.66</b> |

TOWN OF EAGAR  
Payment Approval

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

Mayor: \_\_\_\_\_

Town Council:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Town Clerk: \_\_\_\_\_

**TOWN OF EAGAR**  
**Standard Financial Report**  
**10 General Fund - 07/01/2026 to 07/31/2026**  
**8.33% of the fiscal year has expired**

|                                           | <u>Prior Year<br/>Actual</u> | <u>Current<br/>Period Actual</u> | <u>Current Year<br/>Actual</u> |
|-------------------------------------------|------------------------------|----------------------------------|--------------------------------|
| <b>Net Position</b>                       |                              |                                  |                                |
| <b>Assets:</b>                            |                              |                                  |                                |
| <b>Current Assets</b>                     |                              |                                  |                                |
| Cash and cash equivalents                 | 5,533,400.15                 | 377,231.44                       | 5,910,631.59                   |
| Receivables                               | 1,721,164.58                 | (397,476.56)                     | 1,323,688.02                   |
| Other current assets                      | 111.81                       | 0.00                             | 111.81                         |
| <b>Total Current Assets</b>               | <u><b>7,254,676.54</b></u>   | <u><b>(20,245.12)</b></u>        | <u><b>7,234,431.42</b></u>     |
| <b>Total Assets:</b>                      | <u><b>7,254,676.54</b></u>   | <u><b>(20,245.12)</b></u>        | <u><b>7,234,431.42</b></u>     |
| <b>Liabilities and Fund Equity:</b>       |                              |                                  |                                |
| <b>Liabilities:</b>                       |                              |                                  |                                |
| Current liabilities                       | (269,998.80)                 | 37,164.53                        | (232,834.27)                   |
| Payroll liabilities                       | (53,575.37)                  | 2,148.42                         | (51,426.95)                    |
| Deferred revenue                          | (1,307,893.96)               | 0.00                             | (1,307,893.96)                 |
| <b>Total Liabilities:</b>                 | <u><b>(1,631,468.13)</b></u> | <u><b>39,312.95</b></u>          | <u><b>(1,592,155.18)</b></u>   |
| Equity - Paid In / Contributed            | (5,623,208.41)               | (19,067.83)                      | (5,642,276.24)                 |
| <b>Total Liabilities and Fund Equity:</b> | <u><b>(7,254,676.54)</b></u> | <u><b>20,245.12</b></u>          | <u><b>(7,234,431.42)</b></u>   |
| <b>Total Net Position</b>                 | <u><b>0.00</b></u>           | <u><b>0.00</b></u>               | <u><b>0.00</b></u>             |

**TOWN OF EAGAR**  
**Standard Financial Report**  
**10 General Fund - 07/01/2026 to 07/31/2026**  
**8.33% of the fiscal year has expired**

|                                                     | Prior Year<br>Actual | Current<br>Period Actual | Current Year<br>Actual | Original<br>Budget  | Revised<br>Budget   |
|-----------------------------------------------------|----------------------|--------------------------|------------------------|---------------------|---------------------|
| <b>Change In Net Position</b>                       |                      |                          |                        |                     |                     |
| <b>Revenue:</b>                                     |                      |                          |                        |                     |                     |
| Taxes                                               | 2,623,136.53         | 39,104.99                | 39,104.99              | 2,458,431.00        | 2,458,431.00        |
| Intergovernmental revenue                           | 1,797,545.76         | 106,020.26               | 106,020.26             | 1,838,900.00        | 1,838,900.00        |
| Rents/Royalties                                     | 63,832.15            | 5,450.97                 | 5,450.97               | 137,300.00          | 137,300.00          |
| Charges for services                                | 19,040.00            | 600.00                   | 600.00                 | 36,800.00           | 36,800.00           |
| Recreation/Events                                   | 9,140.00             | 5,040.00                 | 5,040.00               | 1,000.00            | 1,000.00            |
| Fees and permits                                    | 130,373.69           | 12,277.12                | 12,277.12              | 156,950.00          | 156,950.00          |
| Fines and forfeitures                               | 58,641.42            | 1,069.18                 | 1,069.18               | 50,500.00           | 50,500.00           |
| Donations                                           | 55,488.26            | 23,400.24                | 23,400.24              | 15,000.00           | 15,000.00           |
| Interest                                            | 270,097.75           | 0.00                     | 0.00                   | 200,000.00          | 200,000.00          |
| Miscellaneous revenue                               | 42,090.21            | 2,615.93                 | 2,615.93               | 508,150.00          | 508,150.00          |
| <b>Total Revenue:</b>                               | <b>5,069,385.77</b>  | <b>195,578.69</b>        | <b>195,578.69</b>      | <b>5,403,031.00</b> | <b>5,403,031.00</b> |
| <b>Expenditures:</b>                                |                      |                          |                        |                     |                     |
| <b>General government</b>                           |                      |                          |                        |                     |                     |
| Mayor & Council                                     | 19,989.98            | 12,030.69                | 12,030.69              | 28,329.00           | 28,329.00           |
| General Government                                  | 1,673,184.80         | 11,697.32                | 11,697.32              | 390,000.00          | 390,000.00          |
| Magistrate                                          | 94,224.62            | 6,922.86                 | 6,922.86               | 115,569.00          | 115,569.00          |
| Town Manager                                        | 63,100.26            | 3,549.11                 | 3,549.11               | 75,986.00           | 75,986.00           |
| Town Clerk                                          | 66,698.92            | 10,690.22                | 10,690.22              | 114,388.00          | 114,388.00          |
| Community Development                               | 237,172.02           | 21,131.60                | 21,131.60              | 256,252.00          | 256,252.00          |
| Finance                                             | 153,588.31           | 9,297.84                 | 9,297.84               | 175,937.00          | 175,937.00          |
| <b>Total General government</b>                     | <b>2,307,958.91</b>  | <b>75,319.64</b>         | <b>75,319.64</b>       | <b>1,156,461.00</b> | <b>1,156,461.00</b> |
| <b>Public safety</b>                                |                      |                          |                        |                     |                     |
| Police                                              | 1,136,266.20         | 0.00                     | 0.00                   | 1,514,284.00        | 1,514,284.00        |
| Fire                                                | 1,010,559.00         | 62,122.03                | 62,122.03              | 1,302,355.00        | 1,302,355.00        |
| Fire Continued/Wildland                             | 107,691.60           | 7,046.26                 | 7,046.26               | 100,000.00          | 100,000.00          |
| Code Enforcement/Animal Control                     | 47,752.69            | 0.00                     | 0.00                   | 103,197.00          | 103,197.00          |
| <b>Total Public safety</b>                          | <b>2,302,269.49</b>  | <b>69,168.29</b>         | <b>69,168.29</b>       | <b>3,019,836.00</b> | <b>3,019,836.00</b> |
| <b>Parks, recreation, and public property</b>       |                      |                          |                        |                     |                     |
| Parks & Recreation                                  | 74,518.73            | 5,393.45                 | 5,393.45               | 114,500.00          | 114,500.00          |
| <b>Total Parks, recreation, and public property</b> | <b>74,518.73</b>     | <b>5,393.45</b>          | <b>5,393.45</b>        | <b>114,500.00</b>   | <b>114,500.00</b>   |
| Facilities                                          | 492,252.40           | 23,906.28                | 23,906.28              | 703,048.00          | 703,048.00          |
| Fleet Maintenance                                   | 113,940.06           | 2,723.20                 | 2,723.20               | 71,949.00           | 71,949.00           |
| Transfers out                                       | 0.00                 | 0.00                     | 0.00                   | 500,000.00          | 500,000.00          |
| <b>Total Expenditures:</b>                          | <b>5,290,939.59</b>  | <b>176,510.86</b>        | <b>176,510.86</b>      | <b>5,565,794.00</b> | <b>5,565,794.00</b> |
| <b>Total Change In Net Position</b>                 | <b>(221,553.82)</b>  | <b>19,067.83</b>         | <b>19,067.83</b>       | <b>(162,763.00)</b> | <b>(162,763.00)</b> |

**TOWN OF EAGAR**  
**Standard Financial Report**  
**30 Highway User Revenue Fund - 07/01/2026 to 07/31/2026**  
**8.33% of the fiscal year has expired**

|                                          | <u>Prior Year<br/>Actual</u> | <u>Current<br/>Period Actual</u> | <u>Current Year<br/>Actual</u> |
|------------------------------------------|------------------------------|----------------------------------|--------------------------------|
| <b>Net Position</b>                      |                              |                                  |                                |
| <b>Assets:</b>                           |                              |                                  |                                |
| <b>Current Assets</b>                    |                              |                                  |                                |
| Cash and cash equivalents                | 193,927.90                   | (88,859.37)                      | 105,068.53                     |
| <b>Total Current Assets</b>              | <u>193,927.90</u>            | <u>(88,859.37)</u>               | <u>105,068.53</u>              |
| <b>Total Assets:</b>                     | <u>193,927.90</u>            | <u>(88,859.37)</u>               | <u>105,068.53</u>              |
| <b>Liabilites and Fund Equity:</b>       |                              |                                  |                                |
| <b>Liabilities:</b>                      |                              |                                  |                                |
| Current liabilities                      | (24,480.66)                  | 17,038.67                        | (7,441.99)                     |
| Payroll liabilities                      | (8,295.07)                   | 8,295.07                         | 0.00                           |
| <b>Total Liabilities:</b>                | <u>(32,775.73)</u>           | <u>25,333.74</u>                 | <u>(7,441.99)</u>              |
| Equity - Paid In / Contributed           | (161,152.17)                 | 63,525.63                        | (97,626.54)                    |
| <b>Total Liabilites and Fund Equity:</b> | <u>(193,927.90)</u>          | <u>88,859.37</u>                 | <u>(105,068.53)</u>            |
| <b>Total Net Position</b>                | <u>0.00</u>                  | <u>0.00</u>                      | <u>0.00</u>                    |

**TOWN OF EAGAR**  
**Standard Financial Report**  
**30 Highway User Revenue Fund - 07/01/2026 to 07/31/2026**  
**8.33% of the fiscal year has expired**

|                                               | <u>Prior Year<br/>Actual</u> | <u>Current<br/>Period Actual</u> | <u>Current Year<br/>Actual</u> | <u>Original<br/>Budget</u> | <u>Revised<br/>Budget</u> |
|-----------------------------------------------|------------------------------|----------------------------------|--------------------------------|----------------------------|---------------------------|
| <b>Change In Net Position</b>                 |                              |                                  |                                |                            |                           |
| <b>Revenue:</b>                               |                              |                                  |                                |                            |                           |
| Intergovernmental revenue                     | 1,221,794.45                 | 0.00                             | 0.00                           | 1,721,882.00               | 1,721,882.00              |
| Miscellaneous revenue                         | 131,300.42                   | 0.00                             | 0.00                           | 3,000.00                   | 3,000.00                  |
| <b>Total Revenue:</b>                         | <b>1,353,094.87</b>          | <b>0.00</b>                      | <b>0.00</b>                    | <b>1,724,882.00</b>        | <b>1,724,882.00</b>       |
| <b>Expenditures:</b>                          |                              |                                  |                                |                            |                           |
| <b>Highways and public improvements</b>       |                              |                                  |                                |                            |                           |
| HURF                                          | 1,399,274.44                 | 63,525.63                        | 63,525.63                      | 1,390,347.00               | 1,390,347.00              |
| <b>Total Highways and public improvements</b> | <b>1,399,274.44</b>          | <b>63,525.63</b>                 | <b>63,525.63</b>               | <b>1,390,347.00</b>        | <b>1,390,347.00</b>       |
| Transfers out                                 | 0.00                         | 0.00                             | 0.00                           | 500,000.00                 | 500,000.00                |
| <b>Total Expenditures:</b>                    | <b>1,399,274.44</b>          | <b>63,525.63</b>                 | <b>63,525.63</b>               | <b>1,890,347.00</b>        | <b>1,890,347.00</b>       |
| <b>Total Change In Net Position</b>           | <b>(46,179.57)</b>           | <b>(63,525.63)</b>               | <b>(63,525.63)</b>             | <b>(165,465.00)</b>        | <b>(165,465.00)</b>       |

**TOWN OF EAGAR**  
**Standard Financial Report**  
**34 General Fund Impact Fees - 07/01/2026 to 07/31/2026**  
**8.33% of the fiscal year has expired**

|                                          | <u>Prior Year<br/>Actual</u> | <u>Current<br/>Period Actual</u> | <u>Current Year<br/>Actual</u> |
|------------------------------------------|------------------------------|----------------------------------|--------------------------------|
| <b>Net Position</b>                      |                              |                                  |                                |
| <b>Assets:</b>                           |                              |                                  |                                |
| <b>Current Assets</b>                    |                              |                                  |                                |
| Cash and cash equivalents                | 5,267.90                     | 0.00                             | 5,267.90                       |
| <b>Total Current Assets</b>              | <u>5,267.90</u>              | <u>0.00</u>                      | <u>5,267.90</u>                |
| <b>Total Assets:</b>                     | <u>5,267.90</u>              | <u>0.00</u>                      | <u>5,267.90</u>                |
| <b>Liabilites and Fund Equity:</b>       |                              |                                  |                                |
| Equity - Paid In / Contributed           | (5,267.90)                   | 0.00                             | (5,267.90)                     |
| <b>Total Liabilites and Fund Equity:</b> | <u>(5,267.90)</u>            | <u>0.00</u>                      | <u>(5,267.90)</u>              |
| <b>Total Net Position</b>                | <u>0.00</u>                  | <u>0.00</u>                      | <u>0.00</u>                    |

**TOWN OF EAGAR**  
**Standard Financial Report**  
**35 Grants Fund - 07/01/2026 to 07/31/2026**  
**8.33% of the fiscal year has expired**

|                                           | <u>Prior Year<br/>Actual</u> | <u>Current<br/>Period Actual</u> | <u>Current Year<br/>Actual</u> |
|-------------------------------------------|------------------------------|----------------------------------|--------------------------------|
| <b>Net Position</b>                       |                              |                                  |                                |
| <b>Assets:</b>                            |                              |                                  |                                |
| <b>Current Assets</b>                     |                              |                                  |                                |
| Cash and cash equivalents                 | (39,986.59)                  | (115,636.65)                     | (155,623.24)                   |
| Receivables                               | 832,825.76                   | (832,825.76)                     | 0.00                           |
| <b>Total Current Assets</b>               | <u>792,839.17</u>            | <u>(948,462.41)</u>              | <u>(155,623.24)</u>            |
| <b>Total Assets:</b>                      | <u>792,839.17</u>            | <u>(948,462.41)</u>              | <u>(155,623.24)</u>            |
| <b>Liabilities and Fund Equity:</b>       |                              |                                  |                                |
| <b>Liabilities:</b>                       |                              |                                  |                                |
| Current liabilities                       | (1,006,351.18)               | 1,006,351.18                     | 0.00                           |
| <b>Total Liabilities:</b>                 | <u>(1,006,351.18)</u>        | <u>1,006,351.18</u>              | <u>0.00</u>                    |
| Equity - Paid In / Contributed            | 213,512.01                   | (57,888.77)                      | 155,623.24                     |
| <b>Total Liabilities and Fund Equity:</b> | <u>(792,839.17)</u>          | <u>948,462.41</u>                | <u>155,623.24</u>              |
| <b>Total Net Position</b>                 | <u>0.00</u>                  | <u>0.00</u>                      | <u>0.00</u>                    |

**TOWN OF EAGAR**  
**Standard Financial Report**  
**35 Grants Fund - 07/01/2026 to 07/31/2026**  
**8.33% of the fiscal year has expired**

|                                     | Prior Year<br>Actual | Current<br>Period Actual | Current Year<br>Actual | Original<br>Budget   | Revised<br>Budget    |
|-------------------------------------|----------------------|--------------------------|------------------------|----------------------|----------------------|
| <b>Change In Net Position</b>       |                      |                          |                        |                      |                      |
| <b>Revenue:</b>                     |                      |                          |                        |                      |                      |
| Intergovernmental revenue           | 1,490,247.51         | 68,888.77                | 68,888.77              | 17,484,991.00        | 17,484,991.00        |
| Miscellaneous revenue               | 578.92               | 0.00                     | 0.00                   | 0.00                 | 0.00                 |
| <b>Total Revenue:</b>               | <b>1,490,826.43</b>  | <b>68,888.77</b>         | <b>68,888.77</b>       | <b>17,484,991.00</b> | <b>17,484,991.00</b> |
| <b>Expenditures:</b>                |                      |                          |                        |                      |                      |
| <b>General government</b>           |                      |                          |                        |                      |                      |
| General Government                  | 911,150.29           | 0.00                     | 0.00                   | 0.00                 | 0.00                 |
| <b>Total General government</b>     | <b>911,150.29</b>    | <b>0.00</b>              | <b>0.00</b>            | <b>0.00</b>          | <b>0.00</b>          |
| <b>Public safety</b>                |                      |                          |                        |                      |                      |
| Fire                                | 20,725.06            | 0.00                     | 0.00                   | 0.00                 | 0.00                 |
| <b>Total Public safety</b>          | <b>20,725.06</b>     | <b>0.00</b>              | <b>0.00</b>            | <b>0.00</b>          | <b>0.00</b>          |
| GOHS FIRE                           | 12,797.53            | 0.00                     | 0.00                   | 0.00                 | 0.00                 |
| CDBG Grant                          | 362.79               | 0.00                     | 0.00                   | 0.00                 | 0.00                 |
| AZDOHS - RAC Grant                  | 55,709.00            | 0.00                     | 0.00                   | 0.00                 | 0.00                 |
| WIFA Grant - Tank Rehab             | 101,640.81           | 0.00                     | 0.00                   | 0.00                 | 0.00                 |
| TEP - GRANT WRITER                  | 19,700.00            | 0.00                     | 0.00                   | 0.00                 | 0.00                 |
| AZ State Parks Splashpad            | 49,521.74            | 0.00                     | 0.00                   | 0.00                 | 0.00                 |
| TEP Grant - Fire                    | 45,600.38            | 0.00                     | 0.00                   | 0.00                 | 0.00                 |
| Other Grants                        | 652,917.64           | 11,000.00                | 11,000.00              | 17,484,991.00        | 17,484,991.00        |
| <b>Total Expenditures:</b>          | <b>1,870,125.24</b>  | <b>11,000.00</b>         | <b>11,000.00</b>       | <b>17,484,991.00</b> | <b>17,484,991.00</b> |
| <b>Total Change In Net Position</b> | <b>(379,298.81)</b>  | <b>57,888.77</b>         | <b>57,888.77</b>       | <b>0.00</b>          | <b>0.00</b>          |

**TOWN OF EAGAR**  
**Standard Financial Report**  
**50 Utility Enterprise Fund - 07/01/2026 to 07/31/2026**  
**8.33% of the fiscal year has expired**

|                                           | <u>Prior Year<br/>Actual</u> | <u>Current<br/>Period Actual</u> | <u>Current Year<br/>Actual</u> |
|-------------------------------------------|------------------------------|----------------------------------|--------------------------------|
| <b>Net Position</b>                       |                              |                                  |                                |
| <b>Assets:</b>                            |                              |                                  |                                |
| <b>Current Assets</b>                     |                              |                                  |                                |
| Cash and cash equivalents                 | 2,548,695.96                 | 41,167.35                        | 2,589,863.31                   |
| Receivables                               | 193,542.56                   | 30,291.84                        | 223,834.40                     |
| Other current assets                      | 144,216.98                   | 0.00                             | 144,216.98                     |
| <b>Total Current Assets</b>               | <b><u>2,886,455.50</u></b>   | <b><u>71,459.19</u></b>          | <b><u>2,957,914.69</u></b>     |
| <b>Non-Current Assets</b>                 |                              |                                  |                                |
| <b>Capital assets</b>                     |                              |                                  |                                |
| Work in Process                           | 1,589,979.28                 | 0.00                             | 1,589,979.28                   |
| Property                                  | 18,286,438.27                | 0.00                             | 18,286,438.27                  |
| Accumulated depreciation                  | (13,970,993.21)              | 0.00                             | (13,970,993.21)                |
| <b>Total Capital assets</b>               | <b><u>5,905,424.34</u></b>   | <b><u>0.00</u></b>               | <b><u>5,905,424.34</u></b>     |
| Other non-current assets                  | 138,610.00                   | 0.00                             | 138,610.00                     |
| <b>Total Non-Current Assets</b>           | <b><u>6,044,034.34</u></b>   | <b><u>0.00</u></b>               | <b><u>6,044,034.34</u></b>     |
| <b>Total Assets:</b>                      | <b><u>8,930,489.84</u></b>   | <b><u>71,459.19</u></b>          | <b><u>9,001,949.03</u></b>     |
| <b>Liabilities and Fund Equity:</b>       |                              |                                  |                                |
| <b>Liabilities:</b>                       |                              |                                  |                                |
| Current liabilities                       | (110,038.25)                 | 32,477.55                        | (77,560.70)                    |
| Payroll liabilities                       | (128,765.10)                 | 16,681.04                        | (112,084.06)                   |
| Deferred revenue                          | (80,660.13)                  | 0.00                             | (80,660.13)                    |
| Long-term liabilities                     | (555,982.00)                 | 0.00                             | (555,982.00)                   |
| <b>Total Liabilities:</b>                 | <b><u>(875,445.48)</u></b>   | <b><u>49,158.59</u></b>          | <b><u>(826,286.89)</u></b>     |
| Equity - Paid In / Contributed            | (8,055,044.36)               | (120,617.78)                     | (8,175,662.14)                 |
| <b>Total Liabilities and Fund Equity:</b> | <b><u>(8,930,489.84)</u></b> | <b><u>(71,459.19)</u></b>        | <b><u>(9,001,949.03)</u></b>   |
| <b>Total Net Position</b>                 | <b><u>0.00</u></b>           | <b><u>0.00</u></b>               | <b><u>0.00</u></b>             |

**TOWN OF EAGAR**  
**Standard Financial Report**  
**50 Utility Enterprise Fund - 07/01/2026 to 07/31/2026**  
**8.33% of the fiscal year has expired**

|                                      | <u>Prior Year<br/>Actual</u> | <u>Current<br/>Period Actual</u> | <u>Current Year<br/>Actual</u> | <u>Original<br/>Budget</u> | <u>Revised<br/>Budget</u> |
|--------------------------------------|------------------------------|----------------------------------|--------------------------------|----------------------------|---------------------------|
| <b>Income or Expense</b>             |                              |                                  |                                |                            |                           |
| <b>Income From Operations:</b>       |                              |                                  |                                |                            |                           |
| Operating income                     | 1,854,039.36                 | 207,876.81                       | 207,876.81                     | 2,032,706.00               | 2,032,706.00              |
| <b>Operating expense</b>             |                              |                                  |                                |                            |                           |
| Water                                | 901,011.91                   | 58,967.09                        | 58,967.09                      | 1,321,130.00               | 1,321,130.00              |
| Wastewater                           | 575,206.73                   | 36,091.94                        | 36,091.94                      | 895,864.00                 | 895,864.00                |
| <b>Total Operating expense</b>       | <b>1,476,218.64</b>          | <b>95,059.03</b>                 | <b>95,059.03</b>               | <b>2,216,994.00</b>        | <b>2,216,994.00</b>       |
| <b>Total Income From Operations:</b> | <b>377,820.72</b>            | <b>112,817.78</b>                | <b>112,817.78</b>              | <b>(184,288.00)</b>        | <b>(184,288.00)</b>       |
| <b>Non-Operating Items:</b>          |                              |                                  |                                |                            |                           |
| Non-operating income                 | 34,267.90                    | 7,800.00                         | 7,800.00                       | 0.00                       | 0.00                      |
| Non-operating expense                | 0.00                         | 0.00                             | 0.00                           | 500,000.00                 | 500,000.00                |
| <b>Total Non-Operating Items:</b>    | <b>34,267.90</b>             | <b>7,800.00</b>                  | <b>7,800.00</b>                | <b>(500,000.00)</b>        | <b>(500,000.00)</b>       |
| <b>Total Income or Expense</b>       | <b>412,088.62</b>            | <b>120,617.78</b>                | <b>120,617.78</b>              | <b>(684,288.00)</b>        | <b>(684,288.00)</b>       |

**TOWN OF EAGAR**  
**Standard Financial Report**  
**60 Enterprise Capital Projects - 07/01/2026 to 07/31/2026**  
**8.33% of the fiscal year has expired**

|                                           | <u>Prior Year<br/>Actual</u> | <u>Current<br/>Period Actual</u> | <u>Current Year<br/>Actual</u> |
|-------------------------------------------|------------------------------|----------------------------------|--------------------------------|
| <b>Net Position</b>                       |                              |                                  |                                |
| <b>Assets:</b>                            |                              |                                  |                                |
| <b>Current Assets</b>                     |                              |                                  |                                |
| Cash and cash equivalents                 | 6,152.28                     | 0.00                             | 6,152.28                       |
| Receivables                               | 832,825.76                   | (832,825.76)                     | 0.00                           |
| <b>Total Current Assets</b>               | <u>838,978.04</u>            | <u>(832,825.76)</u>              | <u>6,152.28</u>                |
| <b>Total Assets:</b>                      | <u>838,978.04</u>            | <u>(832,825.76)</u>              | <u>6,152.28</u>                |
| <b>Liabilities and Fund Equity:</b>       |                              |                                  |                                |
| <b>Liabilities:</b>                       |                              |                                  |                                |
| Current liabilities                       | (832,825.76)                 | 832,825.76                       | 0.00                           |
| <b>Total Liabilities:</b>                 | <u>(832,825.76)</u>          | <u>832,825.76</u>                | <u>0.00</u>                    |
| Equity - Paid In / Contributed            | (6,152.28)                   | 0.00                             | (6,152.28)                     |
| <b>Total Liabilities and Fund Equity:</b> | <u>(838,978.04)</u>          | <u>832,825.76</u>                | <u>(6,152.28)</u>              |
| <b>Total Net Position</b>                 | <u>0.00</u>                  | <u>0.00</u>                      | <u>0.00</u>                    |

**TOWN OF EAGAR**  
**Standard Financial Report**  
**91 Governmental Capital Assets - 07/01/2026 to 07/31/2026**  
**8.33% of the fiscal year has expired**

|                                          | <u>Prior Year<br/>Actual</u> | <u>Current<br/>Period Actual</u> | <u>Current Year<br/>Actual</u> |
|------------------------------------------|------------------------------|----------------------------------|--------------------------------|
| <b>Net Position</b>                      |                              |                                  |                                |
| <b>Assets:</b>                           |                              |                                  |                                |
| <b>Non-Current Assets</b>                |                              |                                  |                                |
| <b>Capital assets</b>                    |                              |                                  |                                |
| Work in Process                          | 1,326,346.18                 | 0.00                             | 1,326,346.18                   |
| Property                                 | 33,364,609.64                | 0.00                             | 33,364,609.64                  |
| Accumulated depreciation                 | (18,028,627.52)              | 0.00                             | (18,028,627.52)                |
| <b>Total Capital assets</b>              | <u>16,662,328.30</u>         | <u>0.00</u>                      | <u>16,662,328.30</u>           |
| <b>Total Non-Current Assets</b>          | <u>16,662,328.30</u>         | <u>0.00</u>                      | <u>16,662,328.30</u>           |
| <b>Total Assets:</b>                     | <u>16,662,328.30</u>         | <u>0.00</u>                      | <u>16,662,328.30</u>           |
| <b>Liabilites and Fund Equity:</b>       |                              |                                  |                                |
| Equity - Paid In / Contributed           | (16,662,328.30)              | 0.00                             | (16,662,328.30)                |
| <b>Total Liabilites and Fund Equity:</b> | <u>(16,662,328.30)</u>       | <u>0.00</u>                      | <u>(16,662,328.30)</u>         |
| <b>Total Net Position</b>                | <u>0.00</u>                  | <u>0.00</u>                      | <u>0.00</u>                    |

**TOWN OF EAGAR**  
**Standard Financial Report**  
**95 Governmental Long-Term Liabilities - 07/01/2026 to 07/31/2026**  
**8.33% of the fiscal year has expired**

|                                          | <u>Prior Year<br/>Actual</u> | <u>Current<br/>Period Actual</u> | <u>Current Year<br/>Actual</u> |
|------------------------------------------|------------------------------|----------------------------------|--------------------------------|
| <b>Net Position</b>                      |                              |                                  |                                |
| <b>Liabilites and Fund Equity:</b>       |                              |                                  |                                |
| <b>Liabilities:</b>                      |                              |                                  |                                |
| Long-term liabilities                    | (3,370,124.80)               | 0.00                             | (3,370,124.80)                 |
| <b>Total Liabilities:</b>                | <u>(3,370,124.80)</u>        | <u>0.00</u>                      | <u>(3,370,124.80)</u>          |
| Equity - Paid In / Contributed           | 3,370,124.80                 | 0.00                             | 3,370,124.80                   |
| <b>Total Liabilites and Fund Equity:</b> | <u>0.00</u>                  | <u>0.00</u>                      | <u>0.00</u>                    |
| <b>Total Net Position</b>                | <u>0.00</u>                  | <u>0.00</u>                      | <u>0.00</u>                    |

**Town of Eagar**  
**FY25/26 Historical Revenue Report**

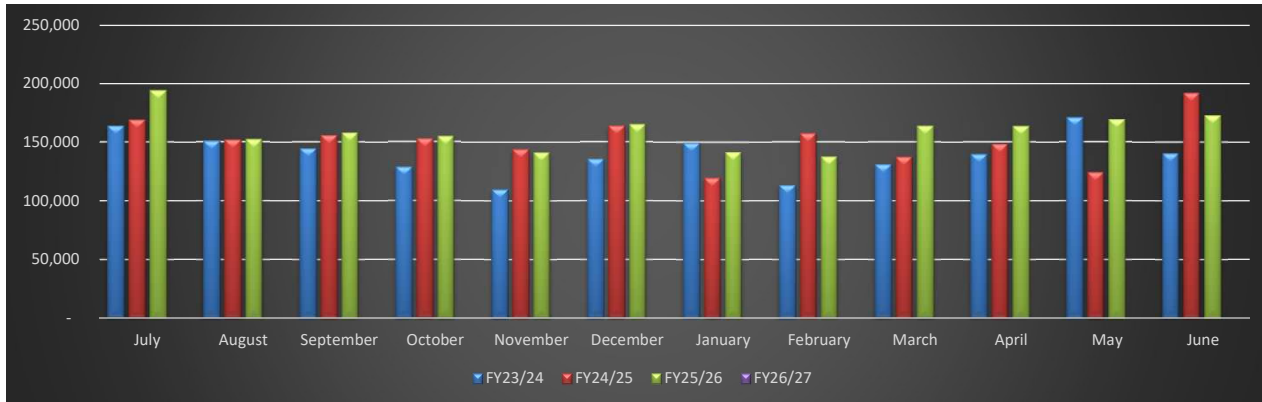
|                                 | <b>FY23/24</b>  | <b>FY24/25</b>  | <b>FY25/26</b>  | <b>FY26/27</b> | <b>\$ Difference</b> | <b>% Difference</b> |
|---------------------------------|-----------------|-----------------|-----------------|----------------|----------------------|---------------------|
| <b><u>Local Sales Taxes</u></b> |                 |                 |                 |                |                      |                     |
| <i>Budgeted</i>                 | 1,429,711       | 1,472,602       | 1,827,972       | 1,824,657      | (3,315)              | 0%                  |
| July                            | 164,018         | 169,239         | 194,259         | -              | -                    | 0%                  |
| August                          | 151,156         | 152,119         | 152,477         | -              | -                    | 0%                  |
| September                       | 144,823         | 155,958         | 158,193         | -              | -                    | 0%                  |
| October                         | 128,957         | 152,947         | 154,904         | -              | -                    | 0%                  |
| November                        | 110,206         | 144,128         | 141,530         | -              | -                    | 0%                  |
| December                        | 135,825         | 163,939         | 165,185         | -              | -                    | 0%                  |
| January                         | 149,624         | 119,901         | 141,817         | -              | -                    | 0%                  |
| February                        | 113,600         | 157,641         | 137,634         | -              | -                    | 0%                  |
| March                           | 131,189         | 137,627         | 163,984         | -              | -                    | 0%                  |
| April                           | 139,821         | 148,572         | 163,722         | -              | -                    | 0%                  |
| May                             | 171,034         | 124,303         | 169,369         | -              | -                    | 0%                  |
| June                            | 140,773         | 192,169         | 173,112         | -              | -                    | 0%                  |
| Totals                          | \$ 1,681,025.98 | \$ 1,818,541.79 | \$ 1,916,185.89 | \$ -           | \$ -                 | 5.4%                |
| % Change                        | -2%             | 8%              | 0%              |                |                      |                     |

|                                                                 | <b>FY23/24</b>  | <b>FY24/25</b>  | <b>FY25/26</b>  | <b>FY26/27</b> | <b>\$ Difference</b> | <b>% Difference</b> |
|-----------------------------------------------------------------|-----------------|-----------------|-----------------|----------------|----------------------|---------------------|
| <b><u>State Shared Revenues (Shared Sales, Income, VLT)</u></b> |                 |                 |                 |                |                      |                     |
| <i>Budgeted</i>                                                 | \$ 2,100,058    | \$ 2,054,239    | \$ 1,995,741    | \$ 1,972,674   | (23,067)             | -1%                 |
| July                                                            | \$ 182,013      | \$ 157,171      | \$ 170,194      | \$ 184,034     | 13,840               | 8%                  |
| August                                                          | \$ 192,132      | \$ 183,467      | \$ 166,390      | -              | -                    | 0%                  |
| September                                                       | \$ 180,744      | \$ 167,746      | \$ 162,513      | -              | -                    | 0%                  |
| October                                                         | \$ 187,925      | \$ 172,012      | \$ 165,852      | -              | -                    | 0%                  |
| November                                                        | \$ 182,463      | \$ 167,093      | \$ 156,803      | -              | -                    | 0%                  |
| December                                                        | \$ 183,884      | \$ 167,300      | \$ 166,202      | -              | -                    | 0%                  |
| January                                                         | \$ 135,642      | \$ 185,204      | \$ 177,063      | -              | -                    | 0%                  |
| February                                                        | \$ 181,503      | \$ 185,253      | \$ 160,633      | -              | -                    | 0%                  |
| March                                                           | \$ 188,423      | \$ 173,595      | \$ 173,728      | -              | -                    | 0%                  |
| April                                                           | \$ 194,588      | \$ 198,506      | \$ 174,557      | -              | -                    | 0%                  |
| May                                                             | \$ 191,450      | \$ 175,779      | \$ 168,163      | -              | -                    | 0%                  |
| June                                                            | \$ 185,518      | \$ 173,515      | \$ 169,918      | -              | -                    | 0%                  |
| Totals                                                          | \$ 2,186,283.42 | \$ 2,106,641.25 | \$ 2,012,017.39 | \$ 184,034.28  | \$ 13,839.80         | -3.7%               |
| % Change                                                        | 14%             | -4%             | 1%              |                |                      |                     |

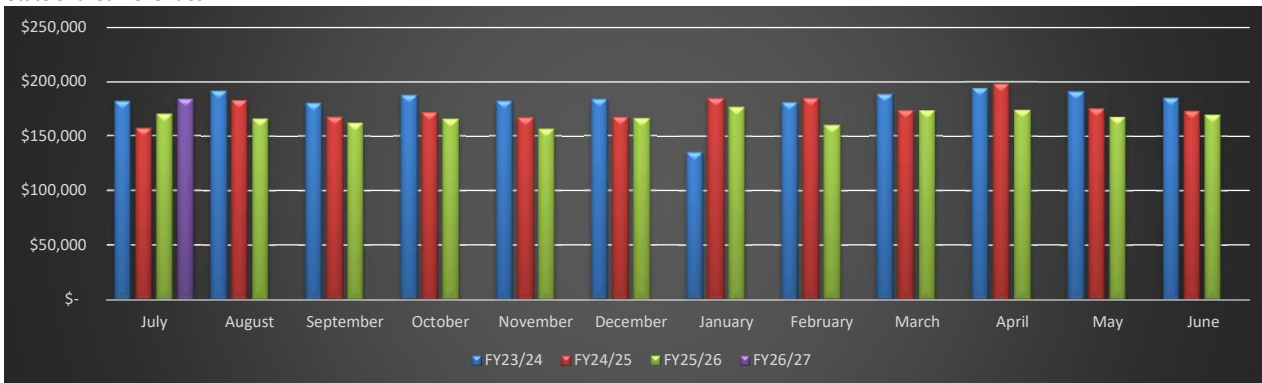
|                             | <b>FY23/24</b>  | <b>FY24/25</b>  | <b>FY25/26</b>  | <b>FY26/27</b> | <b>\$ Difference</b> | <b>% Difference</b> |
|-----------------------------|-----------------|-----------------|-----------------|----------------|----------------------|---------------------|
| <b><u>HURF Revenues</u></b> |                 |                 |                 |                |                      |                     |
| <i>Budgeted</i>             | \$ 1,286,988    | \$ 1,286,988    | \$ 1,261,743    | \$ 1,221,882   | (39,861)             | -3%                 |
| July                        | \$ 107,203      | \$ 107,171      | \$ 103,198      | \$ 100,452     | (2,746)              | -3%                 |
| August                      | \$ 99,597       | \$ 109,421      | \$ 80,253       | -              | -                    | 0%                  |
| September                   | \$ 100,441      | \$ 125,149      | \$ 105,067      | -              | -                    | 0%                  |
| October                     | \$ 105,254      | \$ 96,319       | \$ 105,655      | -              | -                    | 0%                  |
| November                    | \$ 95,283       | \$ 102,455      | \$ 106,450      | -              | -                    | 0%                  |
| December                    | \$ 124,610      | \$ 107,024      | \$ 108,501      | -              | -                    | 0%                  |
| January                     | \$ 90,340       | \$ 103,415      | \$ 104,070      | -              | -                    | 0%                  |
| February                    | \$ 90,678       | \$ 92,720       | \$ 98,371       | -              | -                    | 0%                  |
| March                       | \$ 97,589       | \$ 105,717      | \$ 100,511      | -              | -                    | 0%                  |
| April                       | \$ 94,479       | \$ 105,755      | \$ 94,111       | -              | -                    | 0%                  |
| May                         | \$ 91,651       | \$ 97,975       | \$ 93,097       | -              | -                    | 0%                  |
| June                        | \$ 107,171      | \$ 125,913      | \$ 122,512      | -              | -                    | 0%                  |
| Totals                      | \$ 1,204,296.38 | \$ 1,279,033.45 | \$ 1,221,794.45 | \$ 100,452.10  | \$ (2,745.79)        | -4.5%               |
| % Change                    | 2%              | 0%              | 0%              |                |                      |                     |

| <b>FY24</b>  | <b>FY25</b>  | <b>FY26</b>  | <b>FY27</b> |
|--------------|--------------|--------------|-------------|
| \$ 5,071,606 | \$ 5,204,216 | \$ 5,149,998 | \$ 284,486  |
| 5.5%         | 2.6%         | 0.4%         | 0.0%        |

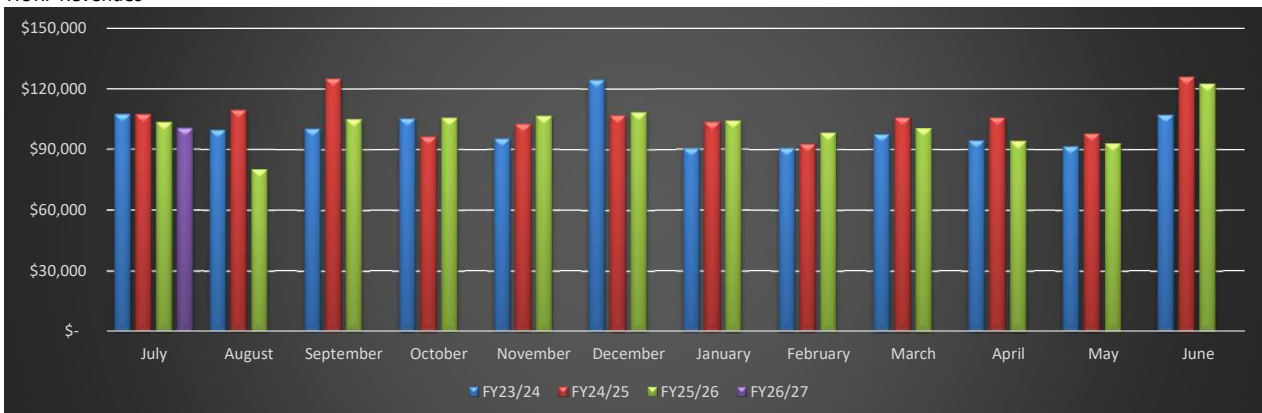
Local Sales Tax



State Shared Revenues



HURF Revenues



**PROCLAMATION  
OVARIAN CANCER AWARENESS MONTH**

**WHEREAS**, ovarian cancer is the **fifth leading cause of cancer-related death among women in the United States**, and the **American Cancer Society estimates that in 2026 approximately 21,010 women** will be diagnosed with ovarian cancer and **12,450 will die** from the disease nationwide—including an estimated **510 new cases and 330 deaths in Arizona**; and

**WHEREAS**, a woman’s lifetime risk of being diagnosed with ovarian cancer is approximately **1 in 91**, and her lifetime risk of dying from the disease is approximately **1 in 143**; and

**WHEREAS**, due to vague, nonspecific symptoms and the **absence of a reliable early detection test**, the majority of women are diagnosed at **Stage III or later**, when the cancer has already spread beyond the ovaries; and

**WHEREAS**, although the **five-year survival rate for Stage I ovarian cancer exceeds 90 percent**, only **15 percent of cases are diagnosed at this early stage**. For those diagnosed in later stages, the **five-year survival rate drops below 30 percent**; and

**WHEREAS**, while screening tools such as mammograms and Pap tests exist for breast and cervical cancers, **no equivalent screening test exists for ovarian cancer**, making **awareness of symptoms and risk factors essential** for early intervention; and

**WHEREAS**, increased public education about ovarian cancer can help save lives by promoting earlier diagnosis, supporting access to gynecologic oncology care, and encouraging research funding for better detection and treatment options; and

**WHEREAS**, during the month of September, the Town of Eagar joins survivors, families, healthcare professionals, advocacy organizations, and all those committed to raising awareness, remembering lives lost, and offering hope for a future with better outcomes and ultimately, a cure.

**NOW, THEREFORE**, I, **Mayor Guy Phelps**, do hereby proclaim **September 2026** as **OVARIAN CANCER AWARENESS MONTH** in the **Town of Eagar**, Arizona, and encourage all residents to participate in awareness activities, wear teal in support, and engage in conversations that help save lives and support the thousands of families affected by this devastating disease.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the Town of Eagar to be affixed this 1<sup>st</sup> of September 2026.

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**Mayor, Guy Phelps**  
**Town of Eagar**

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Town of Eagar  
Planning and Zoning Commission  
Denial of Conditional Use Permit  
CUP 2026-6

## Planning & Zoning Commission: CUP 2026-6 Review Summary

The Planning & Zoning Commission's consideration of CUP 2026-6 was not based on opposition to redevelopment of the former sawmill property, tourism, or RV parks generally. The Commission's responsibility was to determine whether this particular conditional use, at this particular location, satisfied the standards established by the Town Code and was consistent with the Town's adopted General Plan.

### 1. A Conditional Use Is Not a Permitted Use

Eagar Town Code Chapter 18.84 distinguishes between uses permitted as a matter of right and uses requiring a Conditional Use Permit.

Under §18.84.010, conditional uses require special consideration because of factors including their location, design, size, operation, circulation, relationship to adjacent property, and effect upon the community. The purpose of that review is to allow reasonable flexibility in the use of property while maintaining adequate protection for the health, safety, convenience and general welfare of the community and adjacent properties.

A CUP therefore means a use is eligible to be considered in a zoning district. It does not mean the use is automatically entitled to approval.

The CUP process is the mechanism the Town uses to determine whether a particular use, at a particular location and under the circumstances presented, can be allowed while adequately protecting the community.

Sources: Eagar Town Code §§18.84.010, 18.84.020, 18.84.030 and 18.84.070 (see attached).

### 2. An RV Park Requires a CUP in Industrial Zoning

It has been stated that uses allowed in Commercial zoning are also allowed in Industrial zoning. The precise language of the Code is important.

Section 18.52.020(A) permits in I-1:

“Any **permitted use** in the C-1 zone, except residences.”

An RV park is separately addressed by Chapter 18.60, which provides that:

“RV parks **may be permitted by conditional use permit** in the C-I zoning district and the I-1 zoning districts.”

*18.60.020 RV parks may be permitted by conditional use permit in the C-I zoning district and the I-1 zoning districts. RV parks shall directly abut, and have direct access to, a town accepted and maintained street with a minimum on-street frontage of seventy feet.*

Accordingly, **an RV park is not automatically permitted** because commercial uses may occur in I-1. The Code specifically requires conditional approval.

The question before the Commission was therefore not:

“Can an RV park ever be located in I-1?”

It was:

“Has the applicant demonstrated that this particular RV park, at this location and at this time, satisfies the required CUP criteria?”

### **3. The CUP Must Be Consistent With the Industrial District and General Plan**

Section 18.84.030 requires a conditional use to be consistent with the intent and purpose of the district, meet applicable General Plan requirements, benefit the general welfare, and fill a probable public need that can best be met by a conditional use at this time and in this place.

*18.84.030...Be consistent with the intent and purpose of the district in which it is proposed to locate such use, meet the requirements of the general plan with regard to providing benefit to the general welfare of the public, and fill a probable need of the public which can best be met by a conditional use at this time and in this place*

The stated purpose of I-1 is to:

**“provide for and encourage commercial, industrial and manufacturing development within the town...”**

*18.52.010 This district is intended to provide for and encourage commercial, industrial and manufacturing development within the town, while insuring that such activities will in no manner affect in a detrimental way any of the surrounding districts.*

The district specifically contemplates manufacturing, welding and major equipment repair, construction yards, concrete/batch plants and other Industrial uses.

The General Plan reinforces that purpose. It states:

*“The purpose of this land use category is to provide locations for employment uses that are necessary to support the growth of industrial and manufacturing needs.”*

Industrial land is also limited. The General Plan contemplated Industrial uses occupying less than 5% of the Town's land base and identified approximately 281.44 acres of I-1 zoning, approximately 4% of Town land. The general plan also states under land use element that Industrial/Commercial purpose is as follows: The purpose of this land use category is to provide locations for employment uses that are necessary to support the growth of industrial and manufacturing needs.

Preservation of the Town's limited Industrial land and its availability for future employment-producing uses was therefore a legitimate planning consideration.

#### **4. Compatibility With Existing and Future Industrial Uses Matters**

One particularly important CUP criterion is whether the proposed use would alter the character of the surrounding area in a manner that substantially limits, impairs or precludes surrounding properties from being used for the primary uses listed in the district.

Source: §18.84.070(A)(3).

*After a public hearing advertised and conducted in accordance with the provisions of this chapter, the commission may approve, approve with conditions, or deny the application for a conditional use provided that the applicant provides evidence substantiating that all the requirements of this title relative to the proposed use are satisfied, and further provided that the applicant demonstrates that the proposed use also satisfies the following criteria: The characteristics of the site are suitable for the proposed use, considering size, shape, location, topography, existence of improvements and natural features; The proposed development is timely, considering the adequacy of transportation systems, public facilities and services existing or planned for the area affected by the use; The proposed use will not alter the character of the surrounding area in any manner that substantially limits, impairs or precludes the use of surrounding properties for the primary uses listed in the district*

This consideration works in both directions.

I-1 permits uses that can reasonably involve truck traffic, equipment, manufacturing activity, noise, lighting, dust and other characteristics associated with Industrial operations.

The Commission therefore had to consider whether introducing a substantial tourism/transient lodging use into an Industrial area could create conflicts with existing or future lawful Industrial operations and ultimately impair the area's ability to function for its intended primary uses.

## **5. Health, Safety, Infrastructure and Circulation Are CUP Issues**

Protection of public health, safety and general welfare is an express purpose of CUP review, not an issue separate from zoning.

Chapter 18.84 requires consideration of:

- adequacy of transportation systems, public facilities and services;
- conformity with established street and circulation patterns;
- traffic volume and character;
- site suitability;
- noise and lighting;
- impacts from noise, smoke, odor, dust, vibration or illumination; and
- hazards to persons or property.

Sources: §§18.84.030(B) (5)-(6) and 18.84.070(A) (1)-(4) (see attached).

These criteria were significant because material infrastructure questions remained unresolved at the time of review.

Staff identified potential water concerns, the need for sewer extension, and an undetermined exit toward Main Street/School Bus Road requiring further review. Many surrounding residents expressed concerns about water, dust, and increased traffic, especially in the event of an emergency or evacuation.

The applicant similarly indicated that water testing was underway and sewer capacity was still being evaluated, including the possibility of an alternative wastewater system if municipal service was unavailable or insufficient.

The General Plan independently directs the Town to encourage development appropriate to existing and planned infrastructure, evaluate water and wastewater needs, and ensure development bears the burdens it places upon capital infrastructure.

The Water Resources Element also identifies historical water-production deficiencies during periods of peak usage, pressure issues and infrastructure needs associated with future growth.

Accordingly, water capacity, wastewater, emergency access, ingress and egress, traffic circulation, RV traffic, noise, lighting and compatibility are not peripheral issues to be addressed only after approval. They are part of the CUP determination itself.

## 6. The Central Issue

The Planning & Zoning Commission did **not** determine that an RV park is prohibited in I-1 zoning. It is not.

Rather, the Code allows an RV park to be **considered** through the CUP process, and that process requires more than establishing that the proposed use appears on a list of conditional uses.

The Commission was required to determine whether this particular proposal, at this location and at this time:

- is consistent with the purpose of the Industrial district and the General Plan;
- protects the continued and future use of surrounding Industrial property for its primary purposes;
- demonstrates adequate transportation, access, water, wastewater and public infrastructure;
- adequately addresses traffic, circulation, noise, lighting and other health and safety considerations; and
- protects the health, safety, convenience and general welfare of the community and adjacent properties.

Based upon the information available at the time of its review, the Planning & Zoning Commission was not persuaded that the required findings for approval of CUP 2026-6 had been sufficiently established.

Applicable Town Code:

### Conditional Uses 18.84.020 - General criteria.

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The commission may approve, approve with conditions, or deny the application for a conditional use permit. In permitting a new conditional use or the alteration of an

existing conditional use, the commission may impose, in addition to those standards and requirements expressly specified by this title additional conditions which it finds necessary to avoid a detrimental environmental impact and to otherwise protect the best interest of the surrounding area or the community as a whole. These conditions may include but are not limited to the following:

Limiting the manner in which the use is conducted including restricting the time a certain activity may take place and restraints to minimize such environmental effects as noise, vibration, air pollution, glare and odor;

Establishing special yard, open space, lot area or dimensional requirements;

Limiting the height, size or location of a building or other structure or use;

Designating the size, number and location and nature of vehicle access points;

Designating the size, location, screening, drainage, surfacing or other improvements of a parking area or loading area;

Limiting or otherwise designating the number, size, location, height and lighting of signs;

Limiting the intensity of outdoor lighting and require its shielding;

Requiring diking, screening, landscaping or another facility to protect adjacent or nearby property and designate standards for its installation and maintenance;

Designating the size, height, location of screening and materials for a fence;

Protecting and preserving existing trees, vegetation, water resources, wildlife habitat or another significant natural resource.

(Ord. No. 2013-04, Exh. A, 5-7-2013)

### **Conditional Uses 18.84.010 - Purpose of provisions.**

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A. Each district in the town contains designated permitted uses available as a matter of right. In addition to the designated uses in each district, there are conditional uses, neither absolutely permitted as a right nor prohibited by law, which may be compatible within the district. These are privileges, in a sense, which must be applied for and approved by the planning and zoning commission. B. It is the intent of this chapter to provide a set of procedures and standards for conditional uses of land or structures which, because of their unique characteristics relative to locational features, design,

size, operation, circulation and public interest or service, require special consideration in relation to the welfare of adjacent properties and the community as a whole. It is the purpose of the regulations and standards set forth in this chapter to:

Allow, on one hand, practical latitude for utilization of land and structures, but at the same time maintain adequate provision for the protection of the health, safety, convenience and general welfare of the community and adjacent properties; and

Provide machinery for periodic review of conditional use permits to provide for further conditions to more adequately assure conformity of such uses to the public welfare.

(Ord. No. 2013-04, Exh. A, 5-7-2013)

### **Conditional Uses: 18.84.030 - Locational criteria.**

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A. The provisions of this chapter are designed to provide siting criteria for the conditional uses specified in this title and guidelines for the imposition of additional conditions not specifically provided for in this chapter, to the end that such uses will:

Be consistent with the intent and purpose of the district in which it is proposed to locate such use, meet the requirements of the general plan with regard to providing benefit to the general welfare of the public, and fill a probable need of the public which can best be met by a conditional use at this time and in this place;

Comply with the requirements of the district within which the conditional use is proposed and in accordance with conditions attached to such use under the authority of this title.

B. Conditional uses shall be located subject to the following specific standards:

Buffering, screening or other means shall be used where necessary to protect the privacy and safety of neighboring properties;

Solid waste landfills and transfer stations, natural gas storage, sewage treatment plants and electrical generating facilities shall not be in or adjacent to established residential areas;

Solid waste landfills, transfer stations, natural gas storage, sewage treatment plants and electrical generating facilities will not provide access from local residential or collector streets. Recycling centers, water reservoirs, telephone communication and switching facilities, runoff detention facilities and town or county maintenance facilities shall not provide access from local residential streets;

The site layout promotes energy conservation and user convenience as well as operation efficiency;

The site layout conforms to the established street and circulation pattern;

Noise levels and lights from the facility will not interfere with adjacent land uses.

(Ord. No. 2013-04, Exh. A, 5-7-2013)

#### **18.84.070 - Hearing—Procedures.**

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A. After a public hearing advertised and conducted in accordance with the provisions of this chapter, the commission may approve, approve with conditions, or deny the application for a conditional use provided that the applicant provides evidence substantiating that all the requirements of this title relative to the proposed use are satisfied, and further provided that the applicant demonstrates that the proposed use also satisfies the following criteria:

The characteristics of the site are suitable for the proposed use, considering size, shape, location, topography, existence of improvements and natural features;

The proposed development is timely, considering the adequacy of transportation systems, public facilities and services existing or planned for the area affected by the use;

The proposed use will not alter the character of the surrounding area in any manner that substantially limits, impairs or precludes the use of surrounding properties for the primary uses listed in the district;

The proposed use will not cause:

Damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination;

Hazard to persons and property from possible explosion, contamination, fire or flood;

Hazard occasioned by unusual volume or character of traffic.

The proposed use is evidenced by:

The character of the proposed building and site;

A demonstrated need of such use.

The burden of proof for satisfying the aforementioned requirements shall rest with the applicant. A refusal of a use permit shall not be interpreted as the denial of a right, conditional or otherwise;

The proposed use satisfies those goals, objectives and policies of the general plan that are applicable to the proposed use, and carry out the intent of this title. B. Written notice of the commission's decision shall be provided by the community development director to: The applicant.

(Ord. No. 2013-04, Exh. A, 5-7-2013)



*Scope of Appeal:* The Conditional Use Permit application at issue in this appeal seeks approval for an RV park and RV storage facility. Certain materials submitted by the applicant depict or discuss other contemplated uses of the property, including cabins/hotel accommodations, a restaurant, convention/gathering facilities, and renovation of the former sawmill building. Those materials are included because they were part of the materials submitted in connection with the proceedings below and provide context concerning the applicant's overall development concept. Those additional uses are not part of the CUP presently before the Town Council, and their inclusion in the record should not be construed as approval, authorization, or a zoning determination regarding those uses.

Conditional Use Permit  
Documents Submitted to  
Planning and Zoning Commission  
July 14<sup>th</sup>, 2026



## TOWN OF EAGAR

### REGULAR MEETING & PUBLIC HEARING

JULY 14<sup>TH</sup>, 2026 at 6:00 PM

COUNCIL CHAMBERS, 22 WEST 2ND STREET

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## STAFF COMMUNICATION

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**DEPARTMENT:** Community Development

**PRESENTATION:** Recreational Vehicle Park & RV Storage

**AGENDA ITEM:** 8A

**BUDGET IMPACT:** \$0.00

**HISTORY:** The property has been Industrial for several decades and has been used as a towing/salvage yard currently, as a biomass plant that produced electricity, and as a sawmill. Town staff has been working to try and bring industry back to this area. The Lunas have requested to attempt for a CUP to determine a course of action of purchasing the property. Town staff has been working with the Lunas and their realtors for several months on the property and their “vision” for what they want to make it. There are still some components for this RV park that would need to be addressed if the Lunas make the decision to purchase.

**ATTACHMENTS:** Site plan and details provided by the Lunas  
Letter from Attorney Jeffrey D. Gross  
Response Letter from Town Attorney Brett Rigg  
Letter from Economic Development Director Preston Raban

**STAFF RECOMMENDATION:** It is recommended that the commission read the code in section 18.60 – Recreational Vehicle Parks to assist with this request. All areas of this code are required and should be to commission standards for approval. This area is zoned Industrial. Town staff have been open about potential water issues, even with the property having well access. Well documentation to be provided to show potability. Suggested check on flow rate as it would take a minimum of 100 gal/min (per water/sewer operator) to meet requirements for the new development. Sewer would have to be extended from one or more locations to provide coverage – town staff would work with the Lunas on these connection(s) if the property is purchased and payment is received.

The proposed traffic exit point from the proposed RV park and RV storage to Main St./School Bus, through the adjacent, parcel is undetermined and would be reviewed. The costs to improve and connect the proposed exit point to the area of Main Street and School Bus Road would be borne by the Lunas.

TOWN OF EAGAR COMMUNITY DEVELOPMENT  
REQUEST FOR CONDITIONAL USE PERMIT  
(REFER TO CHAPTER 18.84 OF THE ZONING CODE)

Permit No. CUP 2026-6 Date: 6/10/2026 (RECEIVED) WIL

Name of applicant: Lucas & Candace Luna

Mailing Address \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Email Address \_\_\_\_\_

1. Location of Property: 975 S. Water Canyon Road, Eagar AZ 85925

2. Current Zoning: L-1

3. Proposed Use (as listed under "Conditional Uses" in the above zoning district):  
Longtime residents Lucas & Candace Luna plan to develop an RV Park & RV Storage  
on the SE corner of the 79.63 acre parcel of vacant land know as the sawmill parcel # 104-29-002A

4. Reason for Proposed Use The re-development of the abandoned sawmill industrial site will encourage  
tourism, create employment & contribute positively to Eagar. Additional development to generate business Not requiring  
a CUP, will be an indoor restaurant / convention center in the existing sawmill, & cabin rentals in the SW.

5. Attachments: a. Plot Plan (to Scale)  
b. Pertinent data as required by the Zoning Administrator or Planning and Zoning Commission  
c. Names and addresses of all landowners within a 300 foot radius from property line of CUP application  
d. Stamped addressed envelopes for all those who require notifications of the public hearing

Filing Fee: \$200.00 Date Paid: 6/10/26 Receipt # 77488

6. Signature of Applicant: [Signature] Date: 6/18/26

7. Signature of Zoning Administrator: [Signature] Date: 6/25/26

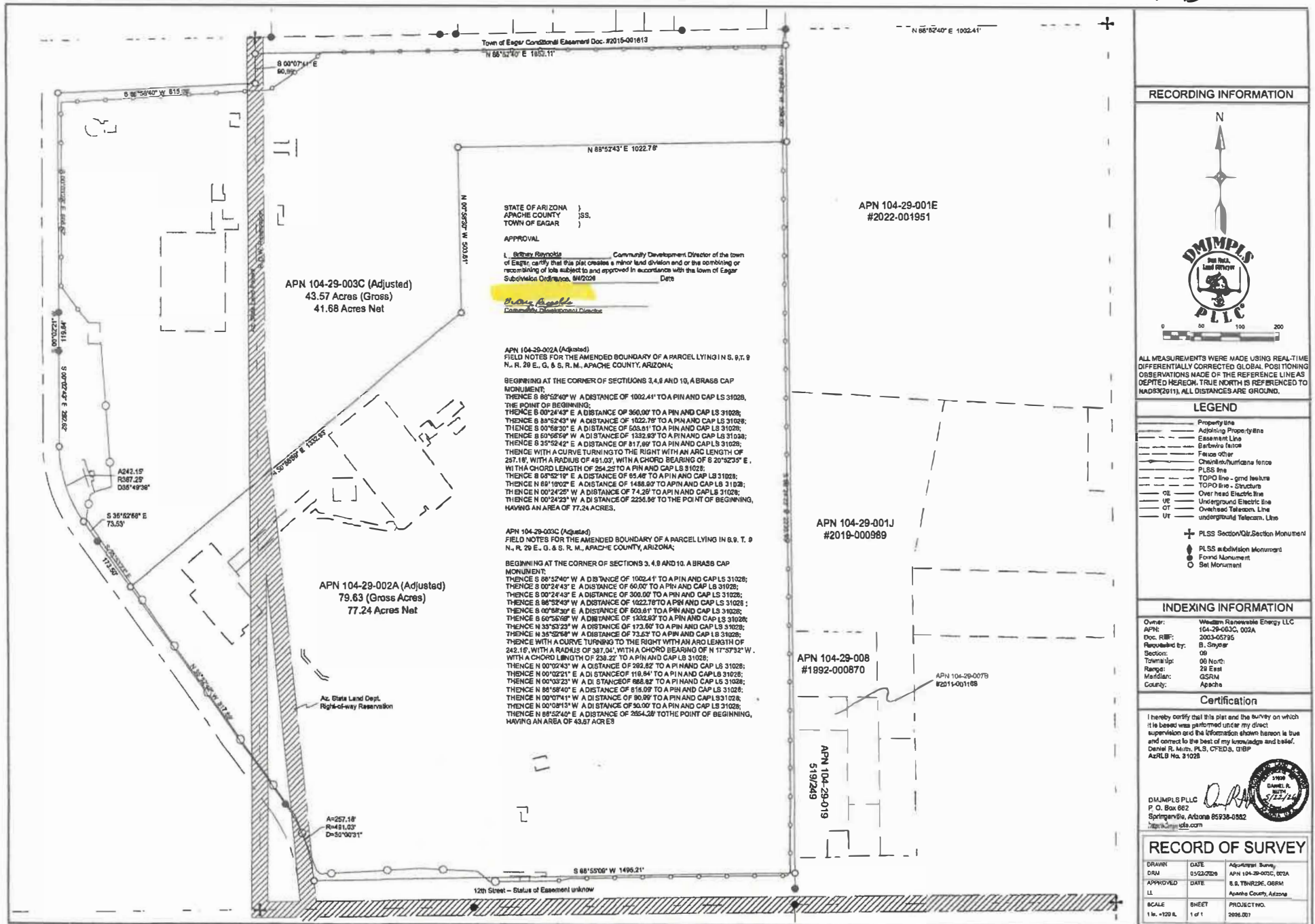
8. Application shall be forwarded to the planning and Zoning Commission on:

(Date) 7/14/26 (Time) 6:00 pm

(Place) Eagar Town Hall

Notice of the nature of the Conditional use Permit and the date of the meeting at which it will be considered will be posted on the affected property 15 days prior to

Signed by  
TOE



# **Build It Right Properties, LLC**

## **Conditional Use Permit Narrative**

### **Response to Chapter 18.60 Recreational Vehicle Park Standards**

**Project:** Former Sawmill Property

**APN:** 104-29-002A

**Parcel Size:** 79.63 Acres (following approved Lot Line Adjustment)

## **1. Property Description**

The proposed Conditional Use Permit applies to approximately **79.63 acres** of the former Sawmill property following the Town-approved Lot Line Adjustment. The boundary adjustment created a substantially larger parcel while increasing the separation and buffering between the proposed recreational vehicle park and surrounding residential properties.

## **2. Water Quality**

Water quality testing is currently underway.

The applicant will provide laboratory test results to the Town upon request or as required during the development review process.

## **3. Wastewater Capacity**

The applicant is coordinating with the Town regarding available sewer capacity for the proposed development.

Should municipal sewer service prove unavailable or insufficient, the applicant is consulting with a licensed civil engineer regarding an engineered wastewater treatment system designed to meet all applicable regulatory requirements.

## **4. Ingress and Egress**

The applicant proposes a circulation pattern utilizing separate entrance and exit points whenever feasible.

The preferred design includes:

- Primary entrance from Water Canyon Road.
- Separate exit to Main Street where approved.

This circulation pattern is intended to improve traffic flow while minimizing congestion within the development.

Final roadway access and traffic circulation will comply with all requirements established by the Town of Eagar and the Round Valley Fire Department.

## **5. Required Permits, Engineering and Agency Approvals**

The applicant understands that approval of the Conditional Use Permit does not replace any required engineering studies or agency approvals.

Prior to construction, the applicant will obtain all required:

- Engineering reports
- Construction permits
- Utility approvals
- Fire Department approvals
- Any other permits required by applicable federal, state or local agencies.

# **Chapter 18.60 Zoning Review**

## **6. Section 18.60.030 – Screening, Fences and Walls**

The zoning ordinance requires solid screening between five (5) and six (6) feet in height.

The property currently contains substantial perimeter fencing averaging approximately eight (8) feet in height.

### **Applicant Request**

The applicant requests that the Planning & Zoning Commission determine that the existing perimeter fencing, together with materials & products where necessary, satisfies the intent of Section 18.60.030 and approve this screening configuration as part of the Conditional Use Permit.

## **7. Section 18.60.040 – Minimum Space Dimensions**

The ordinance requires each RV space to maintain a minimum width of twenty (20) feet.

The proposed development will comply and exceed the minimum standard established by the ordinance.

## **8. Section 18.60.050 – Parking**

The ordinance requires RV parking areas to be surfaced with gravel or similar material to provide dust control.

The applicant proposes compacted aggregate (gravel) surfaces throughout the RV parking areas consistent with the requirements of this section.

## **9. Sections 18.60.060 and 18.60.070 – Setbacks and Private Streets**

The site plan has been prepared to comply with all required setbacks.

Final construction drawings will incorporate all required roadway widths and dimensional standards required by the ordinance and applicable engineering review.

## **10. Section 18.60.070(B) – Private Streets**

The ordinance requires private streets to be paved.

### **Applicant Request**

The applicant respectfully requests approval of compacted gravel private streets as part of the Conditional Use Permit.

This request is based upon:

- the rural character of the project;
- compatibility with similar recreational vehicle developments;
- improved drainage characteristics; and
- the ability to maintain an attractive rural appearance while providing safe vehicle circulation.

The applicant believes this modification satisfies the overall intent of the ordinance while remaining appropriate for this unique property.

## **11. Section 18.60.070(C) – Lighting**

The applicant proposes lighting that emphasizes safety while preserving the area's rural character.

The lighting plan will include:

- Illumination of interior roadways and pedestrian walkways.
- Measures to minimize light trespass onto neighboring properties.
- Preservation of the community's dark-sky character whenever practical.

## **12. Section 18.60.080 – Site Plan Requirements**

All final engineering plans, grading plans, utility plans, drainage plans and other required construction documents will be submitted to the Town for review and approval prior to commencement of construction.

Electrical utilities will be installed underground where required by the ordinance

## **13. Sections 18.60.090 and 18.60.100 – Accessory Structures and Recreation Areas**

The proposed site plan includes accessory structures and recreational amenities consistent with the requirements of these sections.

Specific locations and construction details will be shown on the final engineered site plans submitted during the development review process.

## **14. Section 18.60.110 – Fire Protection**

Fire protection facilities will be provided in accordance with the requirements of the Round Valley Fire Department and all applicable fire code standards.

## **15. Section 18.60.120 – Sanitation**

The applicant is currently confirming municipal sewer capacity with the Town.

If municipal sewer service is unavailable, the applicant will complete the design of an engineered wastewater treatment system meeting all applicable state and local requirements.

## **16. Section 18.60.130 – Storage Areas**

Any boat and RV storage associated with the development will be located within designated storage areas shown on the approved site plan.

The proposed storage area is located on the northern portion of the property.

## **17. Public Benefits**

Approval of this Conditional Use Permit will facilitate the adaptive reuse of the former sawmill property, encourage reinvestment in a long-vacant industrial site, expand recreational lodging opportunities within the Round Valley area, increase tourism-related economic activity, provide additional local employment opportunities, and return a significant underutilized property to productive use while maintaining compatibility with the surrounding rural environment.

The applicant appreciates the time and consideration of the Planning & Zoning Commission and respectfully requests approval of this Conditional Use Permit so this long-vacant property can once again become a productive asset for the Town of Eagar and the Round Valley community.

## **Conclusion**

The applicant believes the proposed development either complies with, or exceeds, the applicable standards contained in Chapter 18.60 of the Town of Eagar Zoning Ordinance. Where specific design modifications are requested—such as existing perimeter fencing and gravel private streets—the applicant respectfully requests that these items be approved as part of the Conditional Use Permit based upon the unique characteristics of the property, the rural nature of the project, and their consistency with the overall purpose and intent of the zoning ordinance.

**A PREVIEW OF NON-CONDITIONAL USE PERMIT NEEDED  
ADDITIONAL AMENITIES FOR THE PROPOSED SAWMILL RENOVATION  
PROPERTY:**

**To the Planning and Zoning Commissioners and Staff,**

Lucas and Candace Luna, owners of Build It Right Properties LLC and longtime members of the Round Valley community, are in the process of acquiring the former Sawmill property located at 975 Water Canyon Road in Eagar, Arizona.

Our family is committed to investing in the future of Round Valley through the thoughtful redevelopment of this unique property in a manner that benefits residents, visitors, and local businesses.

As part of this effort, we are applying for a Conditional Use Permit to allow the development of an RV park and RV storage facility. The project is intended to provide additional lodging and recreational opportunities for visitors while supporting local economic growth and tourism.

Additionally, portions of the proposed redevelopment of the acreage may involve uses that are currently permitted under the Town of Eagar zoning regulations. Based on our review of Town of Eagar Zoning Ordinances, certain uses permitted within the existing C-1 zoning framework may continue within the property's I-1 zoning designation without the need for additional Conditional Use Permit approval. As part of the property's redevelopment, the existing Sawmill building may be renovated into a locally owned restaurant and gathering facility designed to accommodate family-oriented events, meetings, and community functions. No alcohol or tobacco sales are proposed. Also, a number of rustic-style hotel/motel type cabins are proposed to increase the available amount of motel rooms in Round Valley.

We recognize the importance of responsible infrastructure planning. Water quality testing and evaluation of the existing wells are underway, and we will continue working with the Town of Eagar and appropriate regulatory agencies regarding water, wastewater, and utility requirements. Should public infrastructure, including sewer service, prove unavailable or inadequate, private systems will be designed and installed in accordance with all applicable regulations.

This privately funded project represents a long-term investment in the Round Valley area. Our goal is to create a welcoming, family-friendly destination that encourages tourism, supports local businesses, creates employment opportunities, and contributes positively to the community for years to come.

Thank you for your time and consideration of our Conditional Use Permit application. We appreciate the opportunity to work with the Town of Eagar and the residents of Round Valley.

Sincerely,

Lucas Luna  
Build It Right Properties LLC



NOT PART OF CUP- FOR CONTEXT ONLY

## Proposed Sawmill Renovation Project



**Conceptual Only Until CUP Approval**



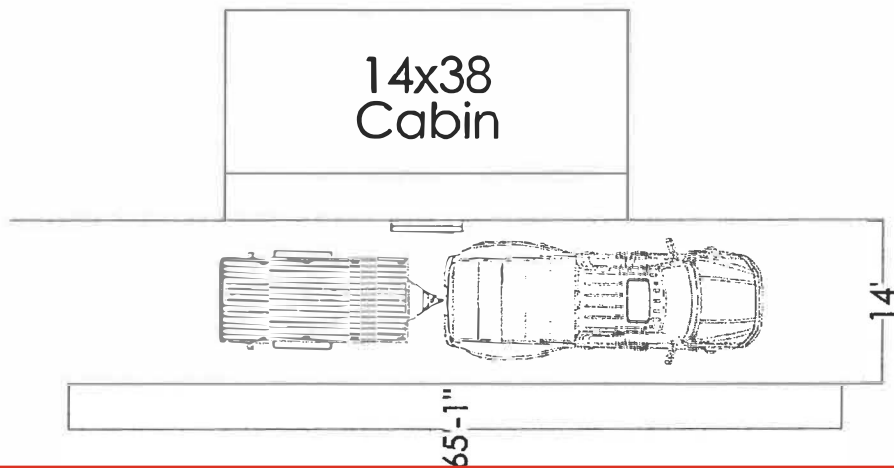
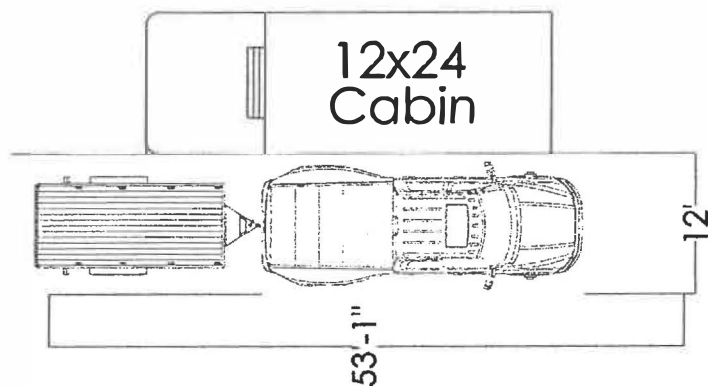
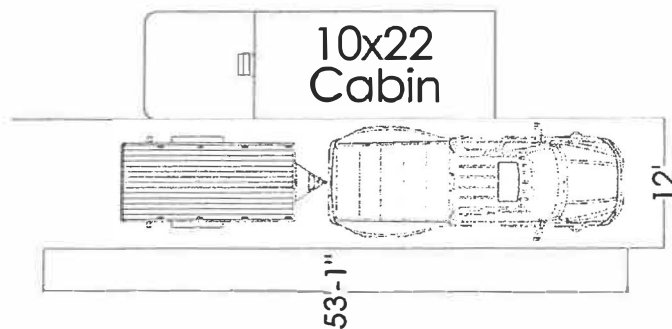
### Typical RV Spot

The diagram illustrates a typical RV spot layout within a larger rectangular area. Two parallel parking spaces are shown, each containing an RV. Between the two spaces, there is a small square picnic table and a larger rectangular picnic table. A label 'COVERED PICNIC TABLE AND GRILL (TYP)' points to the larger rectangular table. Dimensions are provided: '100'-0"' for the length of the parking spaces and '50'' for the width of the area. The diagram is labeled with '1' and '2' at the bottom corners.

|                 |              |
|-----------------|--------------|
|                 |              |
|                 |              |
| RV SPOT DETAILS |              |
|                 | 2000.01      |
|                 | June 5, 2026 |
|                 | DRW          |
|                 | CHK          |
| D - 1           |              |
| AS INDICATED    |              |

Typical Cabin Rental Spot (Not Part of CUP)  
For Reference Only

NOT PART OF CUP- FOR CONTEXT ONLY



#### RENTAL CABIN DETAILS

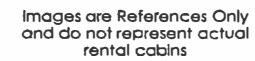
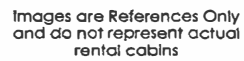
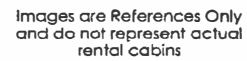
2000.01  
June 5, 2022

DRW  
CHK

D - 2

AS INDICATED

NOT PART OF CUP- FOR CONTEXT ONLY



### ADDITIONAL DETAILS

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June 5, 2026  
DRW  
CHK

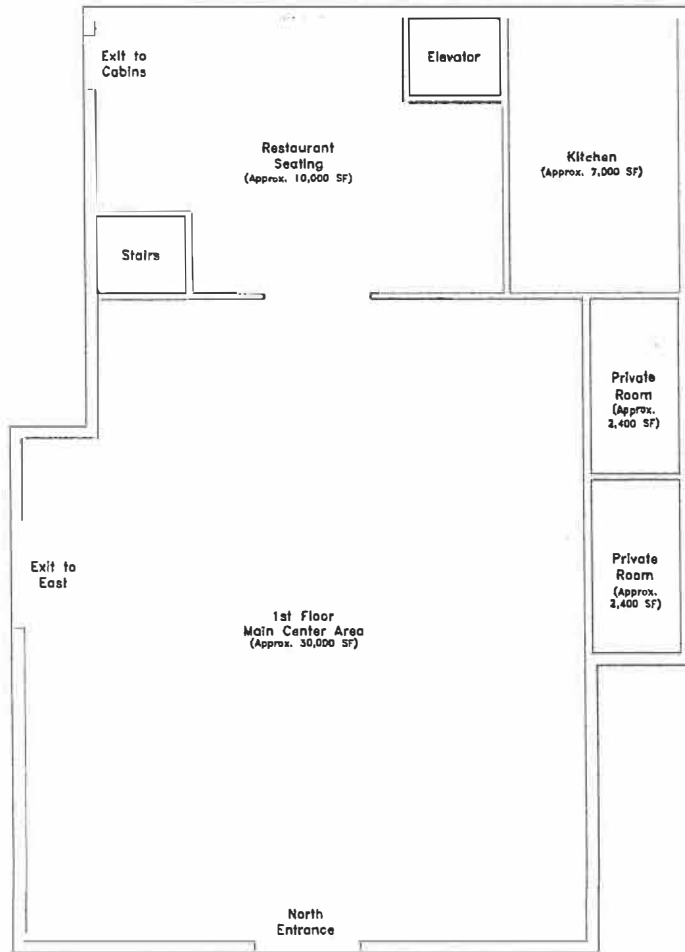
D-3

AS INDICATED

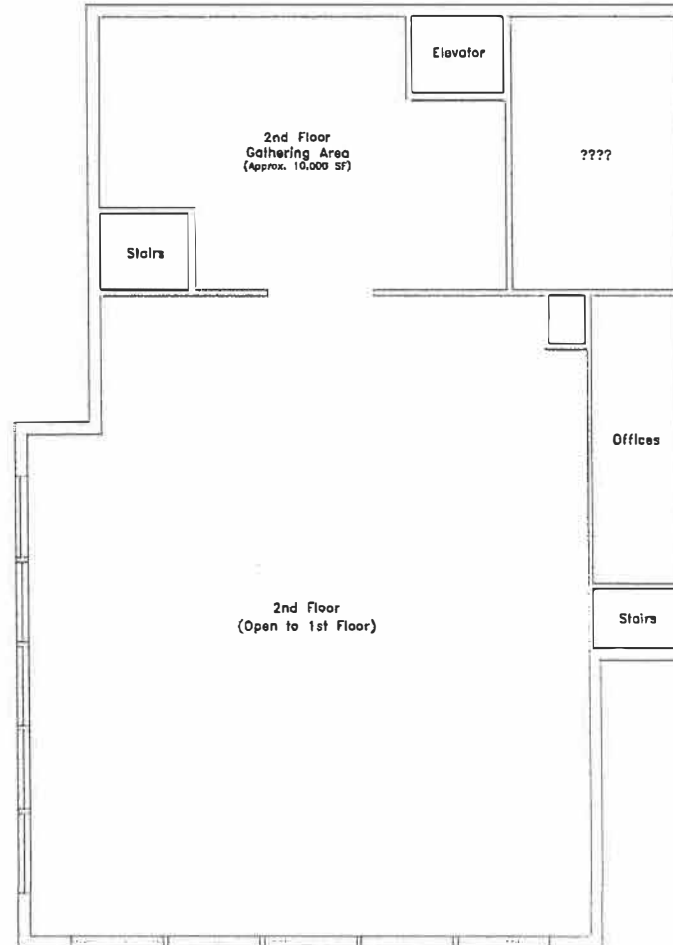
# NOT PART OF CUP- FOR CONTEXT ONLY

## Examples of Convention Center Floor Plan (Not Part of CUP)

### Example of 1st Floor Layout



### Example of 2nd Floor Layout



| No. | Description | Date |
|-----|-------------|------|
|     |             |      |
|     |             |      |
|     |             |      |
|     |             |      |

#### ADDITIONAL DETAILS

|              |
|--------------|
| 2000.01      |
| June 5, 2026 |
| DRW          |
| CHK          |
| D - 4        |
| AS INDICATED |

0000 January 10

**Example of Similar Style of Proposed Sawmill Project Upon Completion  
(Not part of CUP)**



We will seek an original building exterior



Interior will have neon trade signs, cars, trucks MC's etc



## Restaurant will have Sawmill Nostalgic feeling to keep Eagar's spirit alive on the property



**Multiple convention & large gathering spaces will also mirror the industrial feeling of the property**

[illegible]

### ADDITIONAL DETAILS

2000.01

June 5, 2026

DRW

CHK

D - 5

AS INDICATED



6750 E. Camelback Rd., Suite 100  
Scottsdale, AZ 85251  
480.385.2727  
berryriddell.com

Direct:

June 4, 2026

VIA EMAIL

Brandon Eagar ([b.eagar@eagaraz.gov](mailto:b.eagar@eagaraz.gov))

Town Manager

Town of Eagar

22 W. 2<sup>nd</sup> St., P.O. Box 1300

Eagar, AZ 85925

Britney Reynolds ([b.reynolds@eagaraz.gov](mailto:b.reynolds@eagaraz.gov))

Community Development Director

Town of Eagar

22 W. 2<sup>nd</sup> St., P.O. Box 1300

Eagar, AZ 85925

Re: 975 S. Water Canyon Road, Eagar AZ 85925, Apache County Assessor Parcel  
Nos. 104-29-002A and 101-29-003C

Dear Mr. Eagar and Ms. Reynolds:

This law firm represent Lucas and Candace Luna, owners of Build It Right Properties LLC, which is under contract to purchase approximately 124 acres of property located at 975 S. Water Canyon Road, Eagar AZ 85925, Apache County Assessor Parcel Nos. 104-29-002A and 101-29-003C ("Property"). The Lunas intend to develop the property for the following uses: RV Park, RV Storage, Hotel/Motel consisting of small cabins, Restaurant and Convention Center.

By way of introduction, Berry Riddell LLC is a sophisticated boutique real estate-focused law firm with substantial experience in zoning and land use. Our attorneys and planners have combined decades of experience interpreting and applying zoning ordinances across the State of Arizona. Most recently, Berry Riddell was named by Best Lawyers in America as a "Best Law Firm" for 2026.

I have practiced law in Arizona for over 38 years following my admission in 1987. My practice focuses almost exclusively on real estate, including land use. I am a Certified Real

Mr. Brandon Eagar  
Ms. Britney Reynolds  
June 4, 2026  
Page | 2

Estate Law Specialist by the State Bar of Arizona, Board of Legal Specialization, from 2003 to present, and I am Chairman of the Real Estate Advisory Committee that is charged with recommending applicants for real estate specialization to the Board of Legal Specialization. I have been recognized with awards from Southwest Super Lawyers (2009-2026: Real Estate and Land Use, Zoning, Eminent Domain), and Best Lawyers in America (2009-2026: Litigation – Land Use and Zoning, Eminent Domain and Condemnation Law, and Real Estate Law) and have had an AV rating by Martindale-Hubbell for about 30 years. Also, I have been an adjunct professor at the Arizona State University Sandra Day O'Connor College of Law, where I taught courses in land use advocacy and trial practice.

Based on my experience and review of the Town of Eagar Zoning Ordinance, I have reached the following conclusions with regard to the Lunas' proposed uses.

The Property is located in an I-1 zoning district. The Zoning Ordinance sets out permitted uses in an I-1 zoning district, which include any use permitted in a C-1 zoning district. Zoning Ordinance § 18.52.020. Based on my review of the Zoning Ordinance, all of the proposed uses are permitted in an I-1 zoning district as a matter of right or with a conditional use permit.

RV Park. An RV Park is a permitted use in an I-1 zone with a conditional use permit. Zoning Ordinance § 18.60.020.

RV Storage. RV storage is allowed in an RV Park in an I-1 zone in a designated area. Zoning Ordinance § 18.60.130. In addition, outdoor storage yards are permitted uses in an I-1 zone with a conditional use permit. Zoning Ordinance § 18-52-030.B.

Hotel/Motel. Although prior communications may have referred to “tiny houses,” this will not be a residential development, but small cabins that will provide paid, short-term lodging for the public. As such, they will be the functionally equivalent of hotel/motel units, which are commercial uses. Hotel/Motel is a permitted use in a C-1 zone, and therefore also in an I-1 zone. Zoning Ordinance § 18.48.020.E.

Restaurant. Restaurants are permitted uses in a C-1 zone, and therefore also an I-1 zone. Zoning Ordinance § 18.48.020.N.

Convention Center. The convention center will be a completely enclosed building with a roof. The most similar use in the Zoning Ordinance is an indoor commercial amusement enterprise, such as an assembly hall, that is a permitted use in a C-1 zone. Zoning Ordinance § 18.48.020.V. Notably, words that are not specifically defined in the Zoning Ordinance are defined as in the Webster's Dictionary. Zoning Ordinance § 18.08.005.D. “Assembly hall” is

Mr. Brandon Eagar  
Ms. Britney Reynolds  
June 4, 2026  
Page | 3

not defined in the Zoning Ordinance, nor is it a defined term in the online Merriam-Webster Dictionary. However, “assembly” is defined in the online Merriam-Webster Dictionary to include “a group of people who have gathered together.” An assembly hall, therefore, would be a building to hold a group of people who have gathered together. Merriam-Webster defines “convention center” to include “a building or set of buildings designed to hold many people and used for meetings,” which is the same thing as an assembly hall.

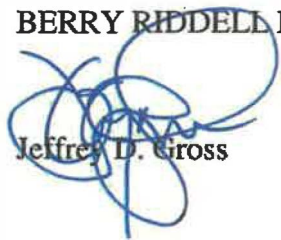
Because the convention center building will be completely enclosed, it is not an outdoor commercial amusement establishment that is permitted in a C-1 zone subject to a conditional use permit. Zoning Ordinance § 18.48.040. Nothing about the indoor, fully enclosed use is “outdoor” like a miniature golf course or drive-in theater.

In sum, RV Parks and RV Storage are allowed in an I-1 zone with a conditional use permit. The proposed Hotel/Motel, Restaurant and Convention Center uses are permitted in a C-1 zone, and therefore also are permitted uses in an I-1 zone. Therefore, the Lunas need a conditional use permit in connection with the RV use, but the remaining uses are permitted as a matter of right.

Please let me know if you have any questions.

Sincerely,

BERRY RIDDELL LLC



Jeffrey D. Gross

JDG/lk



Via Email

Jeffrey D. Gross  
Berry Riddell LLC  
6750 E. Camelback Road, Suite 100  
Scottsdale, Arizona 85251

Re: Proposed Development at 975 S. Water Canyon Road, Eagar, Arizona

Dear Mr. Gross:

The Town of Eagar acknowledges receipt of your June 4, 2026 correspondence regarding the proposed development of the property located at 975 S. Water Canyon Road.

The Town appreciates the time and analysis provided in your letter. However, the Town respectfully disagrees with the assertion that the proposed uses have been conclusively determined by the Town to be permitted as a matter of right.

As the Town previously indicated, submission of a Conditional Use Permit application does not guarantee approval of the proposed project. The Town must evaluate the actual application materials, site plans, operational details, infrastructure demands, and all applicable provisions of the Town Code before making any final determination regarding zoning compliance or entitlement requirements.

While your letter advances an interpretation that certain proposed uses may be permitted within the I-1 zoning district, the Town has not yet completed its review of the project and reserves all rights to interpret and apply its zoning regulations based upon the specific facts and plans ultimately submitted. The Town respectfully disagrees with the assertion that the proposed uses have been conclusively determined to be permitted as a matter of right. The Town's zoning ordinance must be interpreted and applied by the Town through its established administrative and quasi-judicial processes based upon the specific facts presented by a complete application.

Although the Town appreciates the legal analysis contained in your letter, opinions of private counsel are not binding upon the Town and do not constitute official zoning determinations. Any interpretation rendered by the Town remains subject to the procedures for administrative review and appeal established by the Town Code and Arizona law. The Town's review will include consideration of the nature, intensity, and operational characteristics of the proposed uses, as well as whether the proposed uses fall within the classifications identified in the Town Code.

In addition, several significant issues remain unresolved irrespective of the ultimate zoning classification of the proposed uses.

First, throughout this process your client has offered numerous proposals for this property. Please confirm that the previously discussed uses, including an indoor or outdoor rodeo arena, drive-in movie theater and tiny homes, are no longer being proposed. Based upon the information currently available to the Town, those uses do not appear to be permitted within the zoning district.

The Town understands that the current proposal may include small cabins, a restaurant, and an enclosed assembly facility. The Town will evaluate the classification and entitlement requirements applicable to those uses upon receipt of a complete application and supporting materials.

The Town also reserves the right to evaluate whether the proposed convention center constitutes a separate principal use, an accessory use, a commercial recreation use, an assembly use, an event venue, or another classification under the Town Code based upon the actual design, capacity, frequency of events, and operational characteristics of the facility.

Second, the Town continues to have substantial concerns regarding wastewater capacity. Based upon the development concepts discussed to date, including approximately 100 cabins, approximately 200 RV spaces, and associated convention and restaurant facilities with approximately 20 toilets and 20 drains, preliminary evaluations indicate that the existing sewer system may not be capable of accommodating the anticipated demand without substantial improvements. The Town is continuing to evaluate available options but has not reached any conclusions regarding the feasibility or timing of necessary infrastructure improvements. Nothing in this correspondence should be construed as a representation that adequate sewer capacity presently exists to serve the proposed development.

Third, water availability remains a significant concern. The Town is currently operating under water conservation measures and must carefully evaluate the long-term impacts of any development of this scale. Information regarding the proposed private well, including production capacity, sustainability, testing results, and long-term operational data, remains necessary before the Town can adequately assess the project. The Town also reserves the right to require hydrological studies, engineering reports, and other information necessary to evaluate the impacts of the proposed development on the Town's water resources and infrastructure.

Fourth, the Town has not completed its review of traffic circulation, ingress and egress locations, roadway impacts, emergency access requirements, or other transportation-related issues associated with the project. Additional information and engineering review will be required before these matters can be evaluated.

The Town expressly reserves all rights to require additional applications, permits, studies, engineering reports, development agreements, utility improvements, dedications, or other approvals that may be required under the Town Code, subdivision regulations, engineering standards, or applicable law.

The Town looks forward to continuing to work cooperatively with the applicants as additional information becomes available. Nothing in this correspondence should be construed as a final zoning determination, approval, denial, waiver of any Town requirements, or limitation on the Town's authority to interpret and enforce its zoning regulations and development standards.

Please feel free to contact the Town if you wish to discuss these matters further.

Sincerely,

Brett Rigg, Esq.



**Apache County Department of  
Economic Development**

P.O. Box 428  
St. Johns, AZ 85936  
Preston Raban, Director  
[praban@apachecountyaz.gov](mailto:praban@apachecountyaz.gov)

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To the Honorable Members of the Eagar Planning & Zoning Commission,

I would like to express my sincere appreciation for your willingness to serve the Town of Eagar. I recognize that land use decisions are rarely simple, and I have complete faith that you will carefully consider the needs of your community before making your decision regarding the proposed zoning change for the Old Sawmill property.

I simply ask that, as you deliberate, you consider the long-term economic value of what is currently the only shovel-ready industrial site in all of Apache County.

Industrial development requires far more than vacant land. Hundreds of thousands—often millions—of dollars must be invested to provide the infrastructure necessary to support manufacturing and other industrial operations. Much of the agricultural land throughout our county would require substantial investment before it could accommodate any project of scale. At this time, neither local governments nor private developers are positioned to make those improvements on a large scale.

The Old Sawmill property is different.

Because of its existing infrastructure, industrial history, and proximity to biomass resources that can serve as a fuel source for certain industries, this property possesses characteristics that simply cannot be replicated elsewhere in Apache County without enormous expense. It truly represents a unique economic asset.

I certainly do not want to limit the property owners' ability to sell their land and profit from their investment. They have every right to pursue opportunities that make sense for them. My hope is simply that they, and the Commission, consider the possibility that patience could ultimately result in a far greater return. There are companies today that have expressed interest in this property specifically because of what it already offers as an industrial site. Should the right project locate there, I believe the property's value could increase significantly beyond what might be realized through an immediate change in use.

More importantly, the community stands to benefit as well.

A successful industrial project on this site has the potential to bring multiple high-paying jobs, create a stronger local tax base, support public services, and provide long-term economic stability for the Town of Eagar and Apache County. Opportunities like this are rare, and once an industrial site is converted to another use, it is extraordinarily difficult—if not impossible—to replace.

RV parks and storage facilities can be developed in many locations. A shovel-ready industrial site with existing infrastructure and access to biomass resources cannot.

Again, I offer these thoughts with the utmost respect for the Commission and for the difficult responsibility you carry. I trust your judgment and will support whatever decision you determine is in

the best interest of the Town of Eagar. I simply wanted to share the perspective of someone who understands the unique economic opportunity this property represents and the lasting impact a successful industrial project could have for our region.

Thank you for your time, your thoughtful consideration, and your continued service to the citizens of Eagar.

Respectfully,

A handwritten signature in black ink, appearing to read "P. Raban". The signature is stylized with a large, sweeping initial "P" and a horizontal line extending to the right.

Preston Raban  
Economic Development Director  
Apache County, Arizona

P.O. Box 865  
Eagar, AZ 85925  
August 21, 2026

Ref: Public Hearing for CUP2026-6

Dear Mayor and Council Members:

The following are my comments and recommendations regarding the appeal of the denial for a CUP by the Planning and Zoning Commission for the RV Park and RV storage application at the September 1, 2026 Eagar Town Council public hearing. I request my submission be placed in the public file.

I am opposed to the authorization of a new Recreational Vehicle Park and RV storage on parcel 104-29-002A and portions of 104-29-003C encompassing the old saw mill at the northwest corner of Water Canyon Road and 12<sup>th</sup> Street. According to the town's zoning map parcel 104-29-003C is zoned I-1 and parcel 104-29-002A contains both I-1 and a significant inclusion of AR-43. Since the sawmill closed the property has been used as an towing and wrecking (junk) yard and prior to that their was a failed attempt to build a biogeneration plant. I understand the town's desire to put this property to good and beneficial use for the community. This would not be a wise use of this property.

According to the Apache County Recorder's Office these parcels are currently owned by Western Renewable Energy LLC. There is a significant amount of residential development to the east, north and west of the property. Access to the property is either through the town from Main Street to School Bus Road to Water Canyon Road or from US 60 to School Bus Road from the west to Water Canyon Road. I do not believe these roads were constructed, especially Water Canyon Road, to accommodate the amount of traffic this proposal would bring. There would also most likely be numerous RV's driving through the adjacent neighborhoods looking for the best shortcut to or from the property.

I specifically question the town infrastructure's ability to handle the significant increase in demand for potable water and waste water this proposed facility would require. The town previously approved a large RV park on Main Street that will eventually place a significant load on water and waste water facilities if it is ever completed. The town now has also approved spending taxpayer dollars to extend utilities to this proposed facility that does not appear to be progressing as was described when their permit was issued a couple of years ago.

In conclusion, the Town of Eagar does not need another RV Park. The Town of Eagar needs more affordable single family housing.

Respectfully,

*/s/ Joseph Sitarzewski*

Joseph Sitarzewski

## Sawmill area

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From Pinky Myers

Date Tue 8/25/2026 9:55 AM

To Jessica Vaughan <j.vaughan@eagaraz.gov>

Cc Brannon Eagar <b.eagar@eagaraz.gov>

I recently was told the eyesore sawmill acreage was purchased. As tourists and locals head up to our beautiful high country, for years we have had to see this horrid sight. It is my sincerest hope that the permits to improve this area in Eagar will be issued for other reasons as well.

Improving this area would bring needed revenue to our town besides providing opportunities for employment. We need an event center to attract outsiders. Tourism is our cash cow.

As a resident of Round Valley for over 45 years I love this town and the good values it portrays. Improving the sawmill area is not only a great idea, it is needed.

Sincerely, Pinky Myers

[Yahoo Mail: Search, Organize, Conquer](#)

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**Fw: Support for the Conditional Use Permit for the former Sawmill Property**

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**From** Britney Reynolds <b.reynolds@eagaraz.gov>

**Date** Wed 8/26/2026 2:51 PM

**To** Jessica Vaughan <j.vaughan@eagaraz.gov>

Walker letter for CUP appeal

***Britney Reynolds***

Community Development Director

Town of Eagar

P.O. Box 1300

Eagar, AZ. 85925

928-333-4128 ext. 221



**Disclaimer:** All messages created in this system are the property of the Town of Eagar, Arizona, and should be considered a public record subject to disclosure under the Arizona public records law (A.R.S. §39-121). To ensure compliance with the Open Meeting Law, recipients of this message should not forward it to other members of the public body. Members of the public body may reply to this message, but they should not send a copy of the reply to other members.

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**From:** Lea Walker <[REDACTED]>

**Sent:** Sunday, July 12, 2026 5:24 PM

**To:** Britney Reynolds <b.reynolds@eagaraz.gov>

**Subject:** Support for the Conditional Use Permit for the former Sawmill Property

July 12, 2026

Britney Reynolds

Community Development Director

P. O. Box 1300

Eagar, Az. 85925

Dear Ms. Reynolds and Members of the Eagar Planning and Zoning Commission,

We have owned property adjacent to the former sawmill property for nearly 40 years. During that time, we have witnessed the property's decline and believe this is an ideal opportunity to revitalize the site with a project that will benefit both the surrounding neighborhood and the Town of Eagar.

Some residents have expressed concern that developing a portion of the property as an RV park and RV storage facility would negatively impact the elk and other wildlife that currently frequent the area. Based on our personal experience as neighboring property owners, we respectfully disagree. Wildlife,

including elk, deer, and other species, regularly travel through our property and throughout the community despite existing residential and commercial development. We believe thoughtfully planned development on a limited portion of the property can coexist with local wildlife.

We also understand the concerns regarding the addition of another RV park. However, it has been widely recognized that existing RV parks in the area often operate at or near capacity, demonstrating a continued demand for these facilities. Furthermore, the Conditional Use Permit applies to only 79.63 acres of the former sawmill property for an RV park and RV storage, representing only a portion of the overall site. We are encouraged by the prospect of seeing this long-vacant property cleaned up and put to productive use, and we look forward to the potential for additional quality development on the remaining acreage.

It is also important to recognize that other industrially zoned properties within the area, including those near the airport, the transfer station, and elsewhere in Apache County, remain available to accommodate future industrial growth. Approving this Conditional Use Permit would not eliminate opportunities for industrial development elsewhere in the community.

As adjacent property owners, we believe that revitalizing the former sawmill property will enhance the appearance of the area, encourage economic investment, and provide a positive benefit to the community. Allowing this property to remain vacant and deteriorating serves neither neighboring property owners nor the Town of Eagar.

For these reasons, we respectfully and strongly support approval of the Conditional Use Permit application. Thank you for your time, consideration, and service to our community.

Respectfully,

Ricky and Lea Walker



Outlook

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cu permit for rv park

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From Elecia Henderson <[REDACTED]>

Date Mon 7/13/2026 4:17 PM

To William Gleeson <w.gleeson@eagaraz.gov>

I am writing this email to show my support for the conditional use permit to allow an RV park at the site of the old sawmill. I am unable to attend the meeting but would like to support this for several reasons.

I feel that use would help to clean up that area, and allow the beauty of the land to be restored.

I also feel this is a good use to bring much needed tax dollars to Eagar, in the form of gas and groceries.

Thank you

Elecia Henderson



**TOWN OF EAGAR**  
**REGULAR COUNCIL MEETING**

**SEPTEMBER 1, 2026 at 6:00 PM**

**COUNCIL CHAMBER, 22 WEST 2ND STREET**

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**STAFF COMMUNICATION**

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**DEPARTMENT: Town Clerk**

**AGENDA ITEM: 12A**

**Background:**

The Town of Eagar's 2026 municipal election was concluded and canvassed following the Primary Election. Pursuant to Eagar Town Code § 2.08.020, the Town Council shall designate one of its members to serve as vice-mayor for a two-year term beginning in the even-numbered year of the general election cycle.

The vice-mayor serves at the pleasure of the Council and performs the duties of the mayor during the mayor's absence or disability.

**Council Action Requested:**

Council may nominate and vote to designate a member of the Town Council to serve as vice-mayor for a two-year term.



## TOWN OF EAGAR

### REGULAR & PUBLIC HEARING COUNCIL MEETING

SEPTEMBER 1<sup>ST</sup>, 2026 at 6:00 PM

COUNCIL CHAMBER, 22 WEST 2ND STREET

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## STAFF COMMUNICATION

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**DEPARTMENT:** Community Development

**PRESENTATION:** Appeal of CUP2026-6

**AGENDA ITEM:** 12B

**BUDGET IMPACT:** N/A

**HISTORY:** The Planning and Zoning (P&Z) Commission considered the Conditional Use Permit request at its July 14 meeting.

Prior to the meeting, Commission members reviewed the materials provided with the application and researched applicable Town Code requirements and provisions of the Town's General Plan. During the public meeting, the Commission also received a presentation regarding the proposed project and heard public comments.

Following its review and discussion, the Planning and Zoning Commission voted to deny the Conditional Use Permit request.

At the time of the original CUP application and P&Z consideration, the applicants had not yet purchased the subject property. Town staff allowed the application to proceed because the applicants wished to determine whether the proposed use would be approved before completing the property purchase. The applicant has since purchased the property.

Town staff and the Planning and Zoning Commission support responsible growth and development within the Town of Eagar. Staff also recognizes the importance of encouraging private investment and economic development. Such development, however, should be designed and constructed in a manner consistent with the Town Code, applicable development standards, infrastructure requirements, and the Town's adopted General Plan.

**ATTACHMENTS:** Notice of action letter sent after P&Z meeting

**STAFF RECOMMENDATION:** Potential motions for appeal.

**Option 1 – Deny the CUP Appeal**

**Motion:** Deny the appeal of the Conditional Use Permit and uphold the recommendation of the Planning and Zoning Commission based on its review of the proposed project, applicable Town Code requirements, Chapter 18.60, the Town's General Plan, and the public hearing record.

**Option 2 – Remand to Planning and Zoning Commission**

**Motion:** Remand the Conditional Use Permit appeal to the Planning and Zoning Commission for review at a duly noticed public hearing, consistent with Chapter 18.60 of the Eagar Town Code. The applicant shall submit an engineered plan and all required documents per town code. The Planning and Zoning Commission shall review the completed plan and provide a final determination of the CUP.



## NOTICE OF ACTION

REVIEWED BY: Planning and Zoning Commission      Date: 7/14/2026

APPLICATION: CUP2026-6

REQUEST: 200 unit recreational vehicle park and 200 recreational vehicle storage spaces.

LOCATION: 975 S. Water Canyon Rd.

APPLICANT: Lucas & Candace Luna

GRANTED:                      VOIDED:                      DENIED: x                      OTHER:

Description: CUP2026-6 was denied as it does not align with the General Plan for the Town of Eagar and with Industrial Zone development.

Originally dated: 7/15/2026

-Planning and Zoning Director

Where Roads Hit The Trails

P.O. Box 1300 \* 22W 2nd Street \* Eagar, AZ 85925 \*  
928-333-4128 \* [eagaraz.gov](http://eagaraz.gov)



**TOWN OF EAGAR**  
**REGULAR COUNCIL MEETING**

**SEPTEMBER 1<sup>ST</sup>, 2026 at 6:00 PM**

**COUNCIL CHAMBER, 22 WEST 2ND STREET**

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**STAFF COMMUNICATION**

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**DEPARTMENT:** Community Development

**PRESENTATION:** Title 18: Walls and Fences

**AGENDA ITEM:** 12C

**BUDGET IMPACT:** NONE

**HISTORY:** The current Walls and Fences provisions generally limit fence height to six feet in rear and side yards unless a Conditional Use Permit is obtained or a greater height is otherwise required. These provisions are repeated throughout several zoning districts in Title 18. Because elk, deer, and similar wildlife frequently enter private property within the Town, the proposed amendment creates a consistent wildlife-fence allowance across the affected zoning districts. The amendment would permit qualifying wildlife fences up to eight feet in height without requiring a Conditional Use Permit, provided that all stated safety, visibility, maintenance, and setback requirements are satisfied.

**ATTACHMENTS:** Ordinance 2026-02

**STAFF RECOMMENDATION:** Motion to approve code update and applicable records.

## ORDINANCE NO. 2026-02

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF EAGAR, APACHE COUNTY, ARIZONA, AMENDING THE WALLS AND FENCES PROVISIONS OF TITLE 18 (ZONING) OF THE TOWN OF EAGAR TOWN CODE BY AMENDING SECTIONS 18.20.050(M), 18.24.050(M), 18.28.050(M), 18.32.050(M), 18.36.050(M), 18.40.050(M), 18.44.040(L), 18.44.050(L), 18.48.060(L), AND 18.52.050(L) TO ESTABLISH STANDARDS FOR WILDLIFE FENCING; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

### ***RECITALS:***

**WHEREAS**, the Town Council finds that wildlife, including elk, deer, and similar animals, frequently enter private property within the Town of Eagar and may cause damage to landscaping, gardens, agricultural uses, and private improvements; and

**WHEREAS**, the current fence-height limitations do not adequately address the need for effective wildlife exclusion fencing; and

**WHEREAS**, the Town Council finds that allowing taller wildlife fencing under reasonable standards will help protect private property while maintaining public safety, required sight visibility, and neighborhood compatibility; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to amend the Walls and Fences provisions throughout Title 18 so the regulations are applied consistently in the affected zoning districts.

### ***ENACTMENTS:***

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Town Council of the Town of Eagar, Apache County, Arizona, as follows:

#### **Section 1**

The following sections of the Town of Eagar Town Code are hereby amended as shown in Exhibit A attached hereto and incorporated herein:

18.20.050(M)  
18.24.050(M)  
18.28.050(M)  
18.32.050(M)  
18.36.050(M)  
18.40.050(M)  
18.44.040(L)  
18.44.050(L)  
18.48.060(L)  
18.52.050(L)

**Section 2**

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**Section 3**

This Ordinance shall become effective *October 1<sup>st</sup>, 2026* as provided by law.

PASSED AND ADOPTED this 1st day of September, 2026, by the Mayor and Town Council of the Town of Eagar, Arizona.

---

Guy Phelps, Mayor

**ATTEST:**

---

Jessica Vaughan, Town Clerk

**APPROVED AS TO FORM:**

---

Brett Rigg, Town Attorney

**EXHIBIT A**  
**TITLE 18 – WALLS AND FENCES AMENDMENTS**

Each of the following subsections is amended in its entirety to read as follows:

**Section(s) 18.20.050(M), 18.24.050(M), 18.28.050(M), 18.32.050(M), 18.36.050(M),  
18.40.050(M), 18.44.040(L), 18.44.050(L), 18.48.060(L), 18.52.050(L)**

**Walls and Fences.**

- 1. Height.** No wall, hedge or solid fence over four feet high, or other fence, such as chain link, wrought iron, split rail, peeled pole or pipe, over five feet high shall be maintained or constructed nearer to the street line than the required front or street-side building setback line or intersection visibility triangle requirements, nor be more than six feet in height in any rear or side yards, provided that fences exceeding the above heights may be built around schools and other public or quasi-public institutions when necessary for the safety or restraint of the occupants thereof, or for other uses when a conditional use permit has been secured for such purposes. These height regulations shall not apply when fences of greater height are required by the planning and zoning commission in order to provide adequate screening as required by this title.
- 2. Hazardous Materials.** No wall or fence shall contain barbed wire or electrical current or charge of electricity (except for the containment of livestock), broken glass, or similar hazardous materials except by an approved conditional use permit. Fences containing electrical current or barbed wire are a permitted use for the containment of livestock.
- 3. Materials and Design.** Fences and walls shall be constructed of material in good condition only. Material must be wood, woven wire, rock, masonry or pipe, of conventional design. Fences or walls of other than specified material or of other than conventional design shall be allowed only by conditional use permit.
- 4. Permanent Swimming Pools.** All permanent swimming pools shall be enclosed by a solid wall, wood or chain link fence not less than five feet nor more than six feet in height so as to prevent uninvited access.
- 5. Wildlife Fences.** Notwithstanding the fence-height limitations otherwise provided in this section, a fence constructed primarily to prevent elk, deer or other similar wildlife from entering private property may be constructed to a maximum height of eight feet without obtaining a conditional use permit, subject to the following requirements:
  - 1.** The fence is constructed of open, see-through materials, such as woven wire, welded wire, or similar materials that maintain visibility.
  - 2.** The fence is not located within a public right-of-way or recorded easement.
  - 3.** The fence does not obstruct required sight visibility triangles at street intersections or driveways.
  - 4.** The fence is maintained in good repair so that wildlife is not trapped or entangled.
  - 5.** All other applicable setback requirements of this Code remain in effect.

# SUMMARY OF PURCHASE AND SALE AGREEMENT

PN: 505-6314

This Summary of Purchase and Sale Agreement (this “**Term Summary**”) is a part of the Agreement (defined below).

|                                 |                                                                                                                                                                                                                                                                        |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Seller”:</b>                | <b>TOWN OF EAGAR</b> , a municipality within Apache County, Arizona                                                                                                                                                                                                    |
| <b>“Seller Address”:</b>        | Town of Eagar<br>Eagar Town Hall<br>P.O. Box 1300<br>22 W 2 <sup>nd</sup> Street<br>Eagar, AZ 85925-1300<br>Attn: Brannon Eagar<br>Email: <a href="mailto:b.eagar@eagaraz.gov">b.eagar@eagaraz.gov</a>                                                                 |
| <b>“Seller Representative”:</b> | Brannon Eagar                                                                                                                                                                                                                                                          |
| <b>“Buyer”:</b>                 | <b>THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS</b> ,<br>a Utah corporation sole                                                                                                                                                                                    |
| <b>“Buyer Address”:</b>         | 50 E. North Thorizemple St., 12 <sup>th</sup> Floor<br>Salt Lake City, Utah 84150<br>Attn: Shane Evertsen<br>Email: <a href="mailto:RichardShane.Evertsen@churchofjesuschrist.org">RichardShane.Evertsen@churchofjesuschrist.org</a>                                   |
| <b>“Buyer Representative”:</b>  | Shane Evertsen                                                                                                                                                                                                                                                         |
| <b>“Real Property”:</b>         | Acreage: ~ 0.37 acres<br>Address: 70 E. Avenue<br>City/State/Zip: Eagar, AZ 85925<br>County: Apache<br>Tax Parcel No.: 104-12-014B<br>Legal Description and Depiction: See <b>Exhibit A</b> .                                                                          |
| <b>“Escrow Agent”:</b>          | Fidelity National Title NCS Utah<br>170 S. Main St., Suite 1075<br>Salt Lake City, Utah 84101<br>Attn: Hillary Morgan<br>Email: <a href="mailto:hillary.morgan@fnf.com">hillary.morgan@fnf.com</a>                                                                     |
| <b>“Seller Broker”:</b>         | N/A                                                                                                                                                                                                                                                                    |
| <b>“Buyer Broker”:</b>          | N/A                                                                                                                                                                                                                                                                    |
| <b>“Purchase Price”:</b>        | N/A. Buyer has already provided the labor to build certain bathroom facilities for the benefit of Seller and the general public and the Seller has accepted the labor as full and final payment and consideration for this Agreement and the transfer of the Property. |
| <b>“Earnest Money”:</b>         | N/A                                                                                                                                                                                                                                                                    |
| <b>Key Dates:</b>               |                                                                                                                                                                                                                                                                        |
| <b>“Feasibility Period”:</b>    | From the Effective Date until 5:00 pm, Utah time, on the date which is 90 days after the Effective Date.                                                                                                                                                               |
| <b>“Closing Date”:</b>          | The date which is 30 days after the Feasibility Period expires.                                                                                                                                                                                                        |
| <b>“Intended Use”:</b>          | Buyer’s intended use of the Property as:                                                                                                                                                                                                                               |

|                                                                 |                                                                                                                                                       |                                                                                                                                                 |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                 | <input checked="" type="checkbox"/>                                                                                                                   | a meetinghouse for religious worship.                                                                                                           |
|                                                                 | <input type="checkbox"/>                                                                                                                              | a building for religious instruction or education.                                                                                              |
|                                                                 | <input type="checkbox"/>                                                                                                                              | other _____.                                                                                                                                    |
| <b>Subdivision, Entitlement &amp; Lot Condition Provisions:</b> | The following subsections will apply and be binding on the parties only if checked (if <b>not</b> checked, then such Sections will <b>not</b> apply): |                                                                                                                                                 |
|                                                                 | <input type="checkbox"/>                                                                                                                              | <b>Intentionally Deleted</b>                                                                                                                    |
|                                                                 | <input checked="" type="checkbox"/>                                                                                                                   | <b>Sections 7.3.2 and 9.1.6 (Entitlements)</b>                                                                                                  |
|                                                                 | <input type="checkbox"/>                                                                                                                              | <b>Intentionally Deleted</b>                                                                                                                    |
| <b>"Transaction Expense Chart":</b>                             | The following transaction expenses will be allocated as follows:                                                                                      |                                                                                                                                                 |
| <b>#</b>                                                        | <b>Closing Item</b>                                                                                                                                   | <b>Buyer's Share of Costs</b>                                                                                                                   |
|                                                                 |                                                                                                                                                       | <b>Seller's Share of Costs</b>                                                                                                                  |
|                                                                 |                                                                                                                                                       | <b>Not Applicable (if checked)</b>                                                                                                              |
| 1.                                                              | Inspections                                                                                                                                           | 100%                                                                                                                                            |
| 2.                                                              | Survey                                                                                                                                                | 100%                                                                                                                                            |
| 3.                                                              | Deed and Easement preparation & recording fees                                                                                                        | 100%                                                                                                                                            |
| 4.                                                              | Plat recording fees                                                                                                                                   | 0%                                                                                                                                              |
| 5.                                                              | Phase I report                                                                                                                                        | 100%                                                                                                                                            |
| 6.                                                              | Standard owner's title policy                                                                                                                         | 0%                                                                                                                                              |
| 7.                                                              | Extended coverage and title endorsements                                                                                                              | 100%                                                                                                                                            |
| 8.                                                              | Transfer taxes                                                                                                                                        | 0%                                                                                                                                              |
| 9.                                                              | Rollback taxes                                                                                                                                        | 0%                                                                                                                                              |
| 10.                                                             | Seller's broker commission                                                                                                                            | 0%                                                                                                                                              |
| 11.                                                             | Buyer's broker commission                                                                                                                             | 0%                                                                                                                                              |
| 12.                                                             | Escrow charges & fees                                                                                                                                 | 50%                                                                                                                                             |
|                                                                 |                                                                                                                                                       |                                                                                                                                                 |
| <b>"Seller Relationship Disclosure":</b>                        | Check the box that applies:                                                                                                                           |                                                                                                                                                 |
|                                                                 | <input checked="" type="checkbox"/>                                                                                                                   | Buyer <b>does not</b> have a personal, business or other relationship with Seller and its affiliates, other than the sale of the Property; or   |
|                                                                 | <input type="checkbox"/>                                                                                                                              | Buyer <b>does</b> have a personal, business or other relationship with Seller or its affiliates, other than the sale of the Property, which is: |
|                                                                 | <input type="checkbox"/>                                                                                                                              | a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints where the Property is located;           |
|                                                                 | <input type="checkbox"/>                                                                                                                              | an employee of Seller or its affiliate;                                                                                                         |
|                                                                 | <input type="checkbox"/>                                                                                                                              | a relative of an employee of Seller or its affiliate; and/or                                                                                    |
|                                                                 | <input type="checkbox"/>                                                                                                                              | a hired agent of the Seller or its affiliate.                                                                                                   |

Buyer's Initials:  08/25/2026

Seller's Initials: \_\_\_\_\_

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made effective as of the Effective Date (defined below) by **TOWN OF EAGAR**, a municipality within Apache County, Arizona (“**Seller**”), and **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole (“**Buyer**”).

### RECITALS

**A.** Seller is the owner of the Property located in the county and state set forth in the Term Summary, and as more fully described below.

**B.** Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property upon the terms and conditions in this Agreement.

### TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

**1. Definitions.** The capitalized terms used in this Agreement will have the meaning given them in this Agreement (including the Term Summary and **Schedule 1**).

**2. Purchase Agreement.** Subject to this Agreement, Seller will sell to Buyer, and Buyer will purchase from Seller, the Property in the configuration contemplated by **Exhibit A-2**.

**3. Purchase Price.** The Purchase Price will be due and payable as follows:

**3.1. Earnest Money.** Buyer will deposit the Earnest Money with Escrow Agent within five (5) Business Days after the Effective Date. If the Earnest Money is not timely delivered by Buyer to Escrow Agent, then this Agreement will be null and void.

**3.2. Balance of Purchase Price.** Buyer will pay the Purchase Price, less the Earnest Money, to Seller at Closing, subject to the prorations, credits and adjustments in this Agreement.

**4. Disposition of Earnest Money.** Seller and Buyer instruct Escrow Agent to (i) hold the Earnest Money in an FDIC-insured, interest-bearing account with no penalty for early withdrawal, and (ii) disburse the Earnest Money as follows:

**4.1. Distribution to Buyer.** If the Purchase and Sale Transaction is not consummated due to (i) a termination of this Agreement before the Feasibility Period expires, (ii) a termination of this Agreement pursuant to a termination right that provides that Buyer is to receive the Earnest Money, (iii) the termination of this Agreement by Buyer due to a Seller Default or (iv) any termination of this Agreement other than as expressly set forth in **Section 4.2**, then the Earnest Money will be returned immediately to Buyer, less the Independent Consideration, which will be paid to Seller.

**4.2. Distribution to Seller.** If the Purchase and Sale Transaction is not consummated due to a termination of this Agreement due to a Buyer Default, then the Earnest Money will be paid to Seller.

**4.3. Application.** If the Purchase and Sale Transaction is consummated, the Earnest Money will be applied to the Purchase Price and paid to Seller at Closing.

**5. Feasibility Period.**

**5.1. Feasibility Review.** Seller hereby issues to Buyer and Buyer’s Consultants a nonexclusive

license to enter the Real Property, at Buyer's sole risk, to inspect the Property and conduct any studies, tests, assessments or other matters deemed necessary by Buyer to assess the condition of the Property and determine whether to acquire the Property, including any survey, property condition assessment, appraisal, engineering, geotechnical, soils, and Phase I and Phase II environmental site assessments or other environmental testing ("**Feasibility Review**"). Buyer will use good faith efforts to minimize any inconvenience or disturbance of any tenants or occupants of the Property in connection with the Feasibility Review.

5.1.1. **Repair.** Buyer will promptly repair any damage to the Property resulting from Buyer's entry upon, or testing of, the Property to substantially the same condition that existed before entry upon or testing of the Property.

5.1.2. **Indemnity.** Buyer will indemnify, defend, and hold Seller harmless from any Losses caused by the acts or omissions of Buyer and Buyer's Consultants in connection with the Feasibility Review and their entry onto the Property; provided, however, such indemnification does not apply to any Losses to the extent arising from (i) the gross negligence or intentional conduct of Seller, or (ii) the mere discovery by Buyer of any preexisting condition to the Property, even if such conditions or circumstances were unknown to Seller. The obligations of Buyer in the preceding sentence will expressly survive any termination of this Agreement for ninety (90) days.

5.1.3. **Insurance.** Buyer will ensure that any of Buyer's Consultants that enter the Property have a commercial general liability insurance policy with a limit of not less than \$1,000,000.00 for each occurrence, covering the activities of Buyer's Consultants while on the Property, and naming Seller and Buyer as additional insureds.

5.2. **Inspection Materials.** No later than ten (10) days after the Opening of Escrow, Seller will make available to Buyer the following materials: (i) a title commitment from Escrow Agent for a standard owner's policy of title insurance for the Real Property, together with copies of all instruments referred to on Schedule "B" of such report ("**Title Report**"); (ii) the most recent survey of the Real Property, if any; and (iii) the materials set forth on **Exhibit 5.2** to the extent in Seller's possession or control ("**Inspection Materials**"). Seller will promptly update the Inspection Materials upon Seller's obtaining any new or additional information or documentation constituting any of the Inspection Materials.

5.3. **Notice of Purchase & Termination Right.** Buyer may for any reason, or no reason whatsoever, terminate this Agreement by delivering written notice to Seller any time before the Feasibility Period expires. If Buyer has either (i) delivered a termination notice to Seller before the Feasibility Period expires or (ii) not delivered the Notice of Purchase to Seller by the time the Feasibility Period expires, then the Earnest Money will be returned to Buyer and this Agreement will automatically terminate.

5.4. **Seller Cooperation.** Seller will reasonably cooperate (at no expense to Seller) with Buyer and Buyer's Consultants in connection with the Feasibility Review, including responding to requests to obtain information about the Property then in the possession or control of Seller.

## **6. Survey and Title Review.**

6.1. **Survey.** Buyer may, at its expense, obtain an ALTA survey for the Property by either obtaining a new survey or updating any survey provided by Seller ("**Survey**").

### **6.2. Title Review.**

6.2.1. **Title Objections.** Buyer may deliver written objections to any matters relating to the Title Report or Survey ("**Title Objections**") to Seller before the Title Objection Period expires. A failure by Buyer to deliver Title Objections will be deemed as Buyer's objection to all matters in the Title Report and Survey. If Title Objections are delivered to Seller within the Title Objection Period or Buyer is deemed to have objected to all matters in the Title Report and Survey, then Seller will have ten (10) days after the Title Objection Period expires to elect, in its sole discretion, whether to cure such Title Objections by delivering written notice to Buyer. A failure by Seller to

deliver written notice will be deemed an election not to eliminate any Title Objections. If Seller elects to cure a Title Objection, then Seller will use best efforts to cure such item before Closing. If Seller elects (or is deemed to have elected) not to cure such Title Objection, then Buyer may either: (x) waive the Title Objections that Seller has elected (or is deemed to have elected) not to cure; or (y) terminate this Agreement pursuant to **Section 5.3**, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. Notwithstanding anything in this Agreement to the contrary, Seller will release on or before Closing any Mandatory Cure Items and such Mandatory Cure Items will not be deemed Permitted Exceptions. The obligation in the immediately preceding sentence will survive Closing.

6.2.2. **Updated Title Objections.** If the Title Report is amended, modified or changed (“**Updated Title Report**”), Buyer will have until the later of (i) when the Title Objection Period expires or (ii) five (5) Business Days after receipt of the Updated Title Report (and all documentation referred to in the Updated Title Report) to deliver to Seller any Title Objections to the new matters in the Updated Title Report (“**New Title Objections**”). A failure by Buyer to deliver New Title Objections within the foregoing period will be deemed Buyer’s objection to the new matters in the Updated Title Report. If New Title Objections are delivered to Seller within the foregoing period or Buyer is deemed to have objected to all new matters in the Updated Title Report and Survey, then Seller will have three (3) Business Days after receipt to elect, in its sole discretion, whether to eliminate such New Title Objections by delivering written notice of such election to Buyer. A failure by Seller to make such election will be deemed an election not to cure the New Title Objections. If Seller elects (or is deemed to have elected) not to cure any New Title Objections upon terms acceptable to Buyer, then Buyer may either: (x) waive the New Title Objections that Seller has elected (or is deemed to have elected) not to cure; or (y) terminate this Agreement by written notice to Seller within three (3) Business Days of Seller’s election (or deemed election) not to cure, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. To the extent necessary, the Closing Date will be adjourned to permit the process of this **Section 6.2.2** to transpire.

6.3. **Title Policy.** Seller will cause Title Company to issue to Buyer a standard owner’s policy of title insurance in the amount of the fair market value of the Property, insuring Buyer as the fee owner of the Property, subject only to the Permitted Exceptions (“**Title Policy**”). Buyer may obtain, in its sole discretion, extended coverage or endorsements to the Title Policy. The parties will pay the expenses relating to the Title Policy allocated to such party as set forth on the Transaction Expense Chart.

## **7. Pre-Closing Covenants.**

### **7.1. Operational Covenants.**

7.1.1. **Operation & Maintenance.** Prior to Closing, Seller will: (i) continue to manage the Property in the manner consistent with industry best practices; (ii) terminate any existing leases and contracts affecting the Property; (iii) maintain all insurance policies currently in effect for the Property through Closing; (iv) comply with all obligations to third parties relating to the Property; (v) maintain the Property in good repair, order, and condition existing on the Effective Date, ordinary wear and tear excepted; (vi) pay all taxes and other monetary obligations relating to the Property when due; and (vii) comply with all applicable Laws.

7.1.2. **Prohibited Actions.** Prior to Closing, Seller will not, without the prior written consent of Buyer: (i) enter into any leases; (ii) enter into any contracts or other agreements or incur obligation relating to the Property that will be binding on the Property after Closing; (iii) enter into, permit or grant any transfer, sale, lien, encumbrance, assignment, conveyance, easement, license or other agreement of any kind (whether written or oral) in connection with the Property except as permitted under this Agreement; (iv) modify or alter the Property, except as permitted under this Agreement; and (v) take any action to change the zone of the Property or secure any entitlement or land use approvals, except as required by this Agreement. Any consent required under this **Section 7.1.2** may be withheld, conditioned, or delayed in Buyer’s sole and absolute discretion. Seller will not (x) commit or allow any waste of the Property to occur, or (y) take such action or fail to take such action that causes the Seller representations and warranties in this Agreement to be inaccurate.

7.2. **Water Rights.** Prior to Closing, Seller will submit any applications, filings or other submittals to governmental authorities, private water, canal or irrigation companies, and other third parties necessary to ensure all Water Rights are fully and properly transferred to Buyer at Closing. Notwithstanding the foregoing, after

Closing, Seller will sign, acknowledge, and deliver all further documents, instruments and filings and take such further acts necessary to effectuate the transfer of any Water Rights that were not fully or properly transferred at Closing. This Section will survive Closing.

**7.3. Subdivision, Entitlements & Delivery Condition.**

**7.3.1. Intentionally Deleted**

**7.3.2. Entitlement.** Buyer, at its expense, may obtain the entitlements necessary to allow Buyer to develop the Property for the Intended Use, including zoning approvals, conditional use permits, site plan approvals, buildings permits and such other approvals and permits (“**Entitlement Approvals**”). The Entitlement Approvals will not be deemed “obtained” until the period to contest or appeal the same has passed without the filing of a contest or appeal or, if a contest or appeal has been filed, after a final and non-appealable order, decision or judgment confirms the Entitlement Approvals are final, binding and unappealable (without modifications or conditions unacceptable to Buyer). Seller, at no out-of-pocket expense to itself, will use commercially reasonable efforts to support Buyer in obtaining the Entitlement Approvals, including promptly signing any applications or filings relating to the Entitlement Approvals requested by Buyer. This **Section 7.3.2** will be binding on the parties if the applicable box in the Term Summary is checked.

**7.3.3. Intentionally Deleted**

**7.4. Easement.** The Parties acknowledge and agree that an underground municipal well (the “**Well**”) is located on the Property and that, notwithstanding the transfer of the Property, Seller will retain ownership and maintenance responsibilities for the Well. Accordingly, the Parties agree, at part of the Closing, that Buyer, as Grantor, will grant an easement over, in and under the Property to Seller, as Grantee, in connection with the Well for the purposes of utilizing, maintaining, repairing, and/or otherwise accessing the Well (the “**Easement**”). The form of the Easement shall include provisions regarding indemnification, insurance, AS-IS acceptance, repair, and maintenance, together with other standard provisions, and will be negotiated in good faith between Buyer and Seller during the Feasibility Period using Buyer’s standard easement form, and the Easement shall be signed by the Parties as part of the Closing. The Easement shall also provide that (i) Seller shall be required to install and maintain a fence around the Well; and (ii) in the event that the Well causes the well located on Buyer’s adjacent property, being Tax Parcel No. 104-12-014A (“**Buyer’s Adjacent Property**”) to run dry or no longer produce sufficient water to serve Buyer’s Adjacent Property, then Seller will use the Well to provide a reasonable amount of water to the Buyer’s sprinkler system at the ball field and other grass areas located on the Buyer’s Adjacent Property, but the Well may not be used by Buyer for any other purposes. Seller shall be responsible for obtaining all easement area descriptions in connection with the Easement, which descriptions shall be subject to the review and approval of Buyer.

**8. Closing.**

**8.1. Time & Place.** Closing for the Purchase and Sale Transaction will take place in the offices of Escrow Agent, or its affiliate if licensing requires, on the Closing Date. Neither Seller nor Buyer will be required to physically attend the Closing in the offices of Escrow Agent.

**8.2. Seller’s Deliverables.** At Closing, Seller will deliver, or cause to be delivered to Escrow Agent and Buyer, as applicable:

**8.2.1. Deed.** The Deed, fully executed and properly acknowledged by Seller.

**8.2.2. Easement.** The Easement, fully executed and properly acknowledged by Seller.

**8.2.3. FIRPTA.** An affidavit on a commercially acceptable form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code Section 1445(b)(2).

**8.2.4. General Assignment.** A general assignment in the form of **Exhibit 8.2.4** attached hereto, fully executed by Seller (“**General Assignment**”).

8.2.5. **Water Rights.** All deeds, assignments, certificates, filings, and other instruments necessary to transfer the Water Rights from Seller to Buyer at Closing.

8.2.6. **Settlement Statement.** A settlement statement signed by Seller that accurately reflects the payments, credits and prorations required in this Agreement.

8.2.7. **Other Deliverables.** Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents will be subject to Seller's prior approval, which approval will not be unreasonably withheld).

8.3. **Buyer's Deliverables.** At Closing, Buyer will deliver to Escrow Agent:

8.3.1. **Purchase Price.** The Purchase Price (less the Deposit), and any additional funds required of Buyer by this Agreement for closing costs and prorations.

8.3.2. **Easement.** The Easement, fully executed and properly acknowledged by Buyer.

8.3.3. **General Assignment.** The General Assignment, fully executed by Buyer.

8.3.4. **Settlement Statement.** A settlement statement signed by Buyer (which accurately reflects the payments, credits and prorations required in this Agreement).

8.3.5. **Other Deliverables.** Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents will be subject to Buyer's prior approval, which approval will not be unreasonably withheld).

8.4. **Prorations & Closing Costs.**

8.4.1. **Allocation of Costs.** The parties will pay the expenses allocated to such party as set forth on the Transaction Expense Chart. Any other expenses not allocated in the Transaction Expense Chart will be paid in accordance with the local customs of the state, county and municipality where the Property is located. Except as expressly set forth in this Agreement, each party will bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction.

8.4.2. **Taxes.** All real property taxes and assessments accrued for the current year will be prorated between the parties as of Closing. If a real tax bill is unavailable for the year in which the Closing occurs, then the parties will estimate the real estate taxes based on the prior year. Not later than December 31 of the calendar year in which the Closing occurs (or such earlier date as possible), Seller and Buyer may re-prorate real property taxes based upon actual real estate tax bills received after Closing. All taxes for the years prior to the year of Closing will be the responsibility of Seller. This **Section 8.4.2** will survive the Closing.

8.4.3. **Utilities.** Payments to all utility and other service providers related to the Property will be prorated between the parties as of Closing.

8.4.4. **Owner's Association.** Payments to all owners' associations and similar associations related to the Property will be prorated between the parties as of Closing.

8.4.5. **Sales Tax.** All sales or use taxes, proceeds or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity will be paid by Buyer.

8.5. **Possession.** Buyer will be entitled to possession of the Property at Closing, which Seller will deliver in broom clean condition. If the Property is not in broom clean condition two (2) Business Days before Closing, then Buyer will receive a credit of \$1,000.00 on the settlement statement.

8.6. **Governing Approvals.** CLOSING WILL BE CONTINGENT UPON BUYER RECEIVING APPROVAL FROM BUYER'S GOVERNING CORPORATE COMMITTEES BEFORE THE FEASIBILITY PERIOD EXPIRES ("**Governing Approvals**"). Seller agrees that the foregoing condition is intended solely for the benefit of Buyer and is a material inducement to Buyer entering into this Agreement and consummating the Purchase and Sale Transaction. If Buyer has not obtained the Governing Approvals before the Feasibility Period expires, then the Earnest Money will be returned to Buyer and this Agreement will automatically terminate.

## 9. **Closing Conditions.**

9.1. **Buyer's Conditions.** Buyer's obligations to consummate the Purchase and Sale Transaction is specifically conditioned on the satisfaction of each of the following at Closing:

9.1.1. **Deliverables.** Seller's delivery of the materials required under **Section 8.2** and Seller's satisfaction of its obligations in this Agreement.

9.1.2. **Title Policy.** Title Company is irrevocably committed to issue the Title Policy.

9.1.3. **Representations.** Seller's representations and warranties made in this Agreement will be true and correct in all material respects.

9.1.4. **Governing Approvals.** Buyer has obtained the Governing Approvals as more fully set forth in **Section 8.6**.

9.1.5. **Subdivision.** The Property is a standalone, legally subdivided parcel.

9.1.6. **Entitlements.** The Entitlement Approvals have been obtained (provided this **Section 9.1.6** will only apply if the applicable box in the Term Summary is checked).

9.1.7. **Intentionally Deleted**

9.2. **Seller's Conditions.** Seller's obligations to consummate the Purchase and Sale Transaction is specifically conditioned on the satisfaction of each of the following at Closing:

9.2.1. **Deliverables.** Buyer's delivery of the materials and funds required under **Section 8.3** and Buyer's satisfaction of its obligations in this Agreement.

9.2.2. **Representations.** Buyer's representations and warranties made in this Agreement will be true and correct in all material respects.

### 9.3. **Failure of Condition.**

9.3.1. **Failure of Buyer Condition.** If any Buyer Condition is not satisfied at Closing, then Buyer may elect by written notice to either: (i) waive such unsatisfied Buyer Condition and proceed to consummate the Purchase and Sale Transaction; (ii) terminate this Agreement by giving Seller written notice, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate; or (iii) provided that any unsatisfied Buyer Condition is not due to a Buyer Default, extend the Closing Date for up to 30 days to permit additional time for the satisfaction of the Buyer Conditions. If a Buyer Condition is not satisfied due to a Seller Default, then Buyer will, in addition to the foregoing, have the remedies in **Section 14.2.1**.

9.3.2. **Failure of Seller Condition.** If any Seller Condition is not satisfied at Closing, then Seller may elect by written notice to either: (i) waive such unsatisfied Seller Condition and proceed to consummate the Purchase and Sale Transaction; (ii) terminate this Agreement by giving Buyer written notice, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate; or (iii) provided that any unsatisfied Seller Condition is not due to a Seller Default, extend the Closing Date for up to 30 days to permit additional time for the satisfaction of the Seller Conditions. If a Seller Condition is not satisfied due to a Buyer Default,

then Seller will, in addition to the foregoing, have the remedies in **Section 14.1**.

## **10. Representations & Warranties.**

10.1. **Seller Representations.** Seller, as of the Effective Date and again at the Closing, represents and warrants to Buyer that:

10.1.1. **Organization & Standing.** Seller is duly formed, validly existing and in good standing under the laws of the state of its formation. Seller has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and to carry out the transactions contemplated in this Agreement. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

10.1.2. **Binding Agreement.** This Agreement is binding on and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

10.1.3. **No Litigation.** There are no actions, suits, or proceedings at law or in equity threatened or before any judicial body or governmental agency affecting or involving the Property.

10.1.4. **No Condemnation.** As of the Effective Date, Seller has not received any written notice of, and to Seller's Current Knowledge there is no threatened, condemnation or eminent domain proceedings with respect to the Property and no condemnation or eminent domain proceedings or negotiations have been commenced in connection with the Property.

10.1.5. **Compliance.** Seller has neither received written notice that, nor to Seller's Current Knowledge is, the Property in violation of any applicable laws.

10.1.6. **No Leases or Contracts.** There are no leases or contracts that affect the Property, except as set forth in the Inspection Materials, and any such leases or service contracts in the Inspection Materials will not be binding on the Property at Closing.

10.1.7. **Timber Contracts.** There are no contracts for the planting or harvesting of timber and no party has any interest or rights (including any reservation by Seller) in the timber existing or that will exist on the Property.

10.1.8. **Inspection Materials.** To Seller's Current Knowledge, there is no false or misleading fact or statement in the Inspection Materials.

10.1.9. **Hazardous Materials.** Except as expressly set forth in any of the Inspection Materials, to the best of Seller's Current Knowledge, (i) there are no Hazardous Materials in, on, over, under or around the Property in violation of Environmental Laws, (ii) there are no wells, underground storage tanks, covered surface impoundments or other potential sources of Hazardous Materials on the Property, (iii) there has been no storage, use, manufacture, generation, distribution, refinement, production, transportation, disposal, treatment or release of any Hazardous Materials in, on, over, under or around the Property, (iv) Seller, and any prior owners of the Property, are not in violation of any Environmental Laws with respect to the Property and (v) there are no Hazardous Materials on, under or in any neighboring or adjacent properties which, through soil or groundwater, or through transfer, seepage, or leakage, have migrated to the Property.

10.1.10. **Wetlands.** Except as set forth in the Inspection Materials, there are no wetland on the Property.

10.1.11. **No Bankruptcy.** Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any

reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.1.12. **Non-Foreign Person.** Seller is not a “foreign person” as defined in the Internal Revenue Code Section 1445 and the regulations promulgated thereunder.

10.1.13. **Seller Relationship Disclosure.** The Seller Relationship Disclosure set forth on the Term Summary is true and correct in all material respects.

10.2. **Buyer’s Representations.** Buyer as of the Effective Date and again at Closing, represents and warrants to Seller that:

10.2.1. **Organization & Standing.** Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyer pursuant to this Agreement, and, subject to obtaining the Governing Approvals, to carry out the transactions contemplated in this Agreement. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyer, subject to obtaining the Governing Approvals,.

10.2.2. **Binding Agreement.** This Agreement is binding and enforceable against Buyer in accordance with its terms, and, subject to obtaining the Governing Approvals, upon Buyer’s execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

10.2.3. **No Bankruptcy.** Buyer has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

10.3. **Survival.** The representations and warranties set forth in this **Section 10** will survive the Closing for a period of twelve (12) months and such additional time necessary to resolve a bona fide claim filed under **Section 14.2.2.**

**11. As Is Purchase.** EXCEPT FOR SELLER’S REPRESENTATIONS AND WARRANTIES, INDEMNITIES AND OTHER COVENANTS IN THIS AGREEMENT THAT EXPRESSLY SURVIVE CLOSING, THE CLOSING DOCUMENTS, ANY DISCLOSURES REQUIRED BY STATE LAW, AND SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT: (I) BUYER ACKNOWLEDGES FOR BUYER AND BUYER’S SUCCESSORS AND ASSIGNS THAT BUYER WILL BE ACQUIRING THE PROPERTY BASED SOLELY UPON BUYER’S OWN INVESTIGATION AND INSPECTION; (II) SELLER AND BUYER AGREE THAT, THE PROPERTY WILL BE SOLD AND BUYER WILL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY ON THE CLOSING DATE IN ITS “**AS IS, WHERE IS, WITH ALL FAULTS**” WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE; AND (III) SUCH SALE WILL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

## **12. Risk of Loss.**

12.1. **Risk of Loss.** Except as set forth in this **Section 12** below, the risk of loss with respect to the Property will be on Seller until the Close of Escrow.

12.2. **Condemnation.** If the Property becomes the subject of a condemnation proceeding, Seller will promptly notify Buyer in writing of such proceeding, and Buyer may: (i) terminate this Agreement by written notice to Seller, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate and the parties will have no further rights or obligations except those that survive the Closing; or (ii) waive such termination right, whereupon this Agreement will remain in full force and effect. If Buyer does not make an election within 30

days after receipt of Seller's written notice of such condemnation proceeding, then Buyer will be deemed to have elected not to terminate this Agreement. If Buyer does not terminate this Agreement (or is deemed not to have terminated this Agreement), then Seller will (x) pay to Buyer any condemnation awards or proceeds from any such proceedings or actions received by Seller prior to Closing, (y) assign to Buyer in writing Seller's right to any condemnation awards or proceeds which have not been received prior to Closing and (z) assign to Buyer in writing all of Seller's rights to defend such proceedings or actions, and Buyer will take the Property subject to any such condemnation proceeding. The phrase "becomes the subject of a condemnation proceeding(s)" means any notice or knowledge by Seller of any formal or informal condemnation, or threatened condemnation, by any governmental authority against any portion of the Property.

12.3. **Casualty.** If the Property is damaged by any casualty or destruction of any kind prior to Closing, Seller will promptly notify Buyer in writing of such damage, and Buyer may: (i) terminate this Agreement by written notice to Seller, whereupon the Earnest Money will be returned to Buyer, this Agreement will terminate and the parties will have no further rights or obligations except those that survive the Closing; (ii) waive such termination right, whereupon this Agreement will remain in full force and effect, Seller will (x) pay to Buyer the insurance proceeds from such damage which has been received by Seller on or before Closing, and (y) assign to Buyer in writing Seller's rights to any insurance proceeds not yet paid at Closing and Buyer will take the Property subject to such damage; or (iii) waive such termination right, whereupon this Agreement will remain in full force and effect, Buyer will receive a credit against the Purchase Price at Closing in the amount of the Casualty Loss Value and Seller will retain all rights to any insurance proceeds. If Buyer does not make any election within 30 days after receipt of Seller's written notice of such damage, then Buyer will be deemed to have elected the action in romanette (ii) above. If Buyer elects the right in romanette (iii) above, then the Closing will be adjourned for up to 30 days to determine the Casualty Loss Value.

13. **Broker Commission.** Except as disclosed in the Term Summary, Buyer and Seller each represents and warrants that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Except as otherwise set forth in the Transaction Expense Chart, Buyer and Seller each will indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all Losses incurred by the other party on account of or arising from any such claim, demand or suit. Any brokerage agreement between Buyer and Seller with their respective broker(s) will be memorialized by separate agreement. No brokerage fees or commissions will be based on or governed by this Agreement. This **Section 13** will survive the Closing.

#### 14. Remedies & Termination.

14.1. **Seller's Remedies.** If Buyer defaults in any of its covenants or other obligations under this Agreement ("**Buyer Default**"), then Seller may give Buyer written notice thereof and Buyer will have five (5) Business Days to cure the Buyer Default. If the Buyer Default remains uncured after any applicable cure period, then Seller may, as Seller's remedies for such Buyer Default, either: (i) waive the effect of such Buyer Default and proceed to consummate the Purchase and Sale Transaction in accordance with this Agreement; or (ii) terminate this Agreement and retain the Earnest Money as liquidated damages. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER DUE TO A BUYER DEFAULT AND THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS THE AMOUNT OF THE EARNEST MONEY. IF SELLER ELECTS THE SECOND REMEDY ABOVE DUE TO A BUYER DEFAULT, SELLER WILL BE ENTITLED TO RECEIVE AND RETAIN, AS FULLY AGREED LIQUIDATED DAMAGES, THE EARNEST MONEY. Notwithstanding anything in this Agreement contrary, this **Section 14.1** will not limit any right to indemnification and restoration in favor of Seller in this Agreement.

##### 14.2. Buyer's Remedies.

14.2.1. **Pre-Closing.** If Seller defaults in any of its covenants or other obligations under this Agreement ("**Seller Default**"), then Buyer may give Seller written notice of such Seller Default and Seller will have five (5) Business Days to cure the Seller Default. If such Seller Default remains uncured after any applicable cure period, Buyer may, as Buyer's remedies for such Seller Default, either: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction in accordance with this Agreement; (ii) terminate this Agreement by written notice to Seller, whereupon the Earnest Money will be returned to Buyer, Seller will promptly

reimburse Buyer for its Pursuit Costs and this Agreement will terminate; or (iii) bring an appropriate action for specific performance of this Agreement.

**14.2.2. Post-Closing.** If Buyer discovers a breach or inaccuracy of Seller's representations and warranties in this Agreement after Closing or has a claim under any indemnity or obligation that survives Closing, Seller will indemnify, defend and hold harmless Buyer and Buyer's Indemnitees from and against all Losses incurred by Buyer or Buyer's Indemnitees arising out of such breach or inaccuracy of Seller's representations or warranties in this Agreement, or claim under such indemnity or obligation that survives Closing. This **Section 14.2.2** will survive the Closing for twelve (12) months and such additional time necessary to resolve a bona fide claim filed under this Section.

**14.3. Termination.** If Buyer or Seller elects to terminate this Agreement pursuant to its terms, the terminating party will deliver notice of such termination to the other party and Escrow Agent (provided, any failure to deliver notice to Escrow Agent will not invalidate such termination notice). Upon receipt of notice delivered pursuant to the immediately preceding sentence, or upon an automatic termination in accordance with this Agreement, Escrow Agent will disburse the Earnest Money in accordance with **Section 4** and return all documents deposited with Escrow Agent to the party who supplied such documents, this Agreement will terminate and the parties will have no further rights or obligations other than those that expressly survive the termination of this Agreement. Seller and Buyer will each pay half of any escrow termination fees or costs, except for a termination due to Seller Default or Buyer Default, in which instance the defaulting party will pay such fees and costs.

## **15. Notices.**

**15.1. Means of Delivery.** Except as otherwise required by law, any notice, demand or request given in connection with this Agreement will be in writing and will be given by either: (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) email. In all events, notice will only be deemed given if properly addressed to Seller or Buyer as applicable, at the addresses in the Term Summary (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section). Copies of all notices given to Seller or Buyer will be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent will not affect the effectiveness of the notice if properly provided to the other parties as described above).

**15.2. Timing.** Notice will be deemed given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed; provided, however, such notice is given after 5:00 PM Utah time, then such notice will be deemed given on the next Business Day. Notice will be deemed received on the date on which the notice is actually received or delivery is refused; provided, however, if such notice is given by the means described in romanettes (i), (ii) or (iii) in **Section 15.1** but received after 5:00 PM Utah time, then such notice will be deemed received on the next Business Day.

## **16. Miscellaneous.**

**16.1. Entire Agreement.** This Agreement (including the Term Summary, exhibits and schedules attached hereto) sets forth the entire understanding of the parties with respect to the matters in this Agreement and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein. This Agreement cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

**16.2. Successors & Assigns.** Seller and Buyer will not assign, transfer or convey any of its rights and obligations under this Agreement to any other person or entity, without the other party's prior written consent, which may be withheld in its sole discretion. Notwithstanding the preceding sentence, Buyer may, without the prior written consent of Seller, assign its rights and obligations under this Agreement to a Buyer Affiliate or designate a Buyer Affiliate to take title to the Property at Closing. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

16.3. **Additional Acts.** The parties will promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

16.4. **Headings.** The headings in this Agreement are for reference only and will not limit or define the meaning of any provision of this Agreement.

16.5. **Defined Terms.** If there is a conflict or inconsistency in the meaning of the capitalized terms in the Term Summary and other provisions in this Agreement, the meaning set forth in the Term Summary will prevail.

16.6. **Business Days.** If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

16.7. **Time of the Essence.** With respect to all dates and periods in this Agreement, time is of the essence and such dates and periods will be strictly enforced.

16.8. **Construction.** This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms in this Agreement will be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of construction of this Agreement that provides in effect that ambiguous or conflicting terms should be construed against the party who (or whose attorney) prepared this Agreement or any earlier draft of this Agreement. If there is any conflict or any ambiguity between the terms of this Agreement and the terms of any document, instrument or other agreement executed in connection herewith, such terms will be consistently interpreted in a manner that gives effect to the general purposes and intentions as expressed in this Agreement, which will be deemed to prevail and control.

16.9. **Interpretation.** Whenever the context requires in construing the provisions of this Agreement, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular. In calculating when a date occurs or a period begins and ends, the words “from” and “after” means “from and including,” and the words “to” and “until” means “to and including.” Except as expressly stated otherwise, the words “hereof,” “herein,” “hereunder,” and “hereby” refer to this Agreement in its entirety and not a particular provision. The words “including,” “includes,” and “include” are to be read as if they were followed by the phrase “without limitation.” Except as expressly set forth in this Agreement, all references to a time of day are references to local time in Salt Lake City, Utah.

16.10. **No Third-Party Beneficiary.** No term of this Agreement or the exhibits hereto is intended to be, nor will any such term or provision be construed to be, for the benefit of any person or entity (including any broker) not a party to this Agreement.

16.11. **Press Release.** The parties do not desire any publicity with respect to this transaction, and therefore each party agrees, for itself and its employees, contractors and agents (including specifically real estate brokers and agents), that no publication of this transaction will be made and no information with respect to this transaction will be given to any media. Each party will instruct any broker working with that party of this requirement and obtain the signed agreement of that broker to abide by the terms of this **Section 16.11**. This **Section 16.11** will survive any termination of this Agreement.

16.12. **Survival.** Only as specifically provided will any terms of this Agreement survive Closing or termination. Any such matters that expressly survive Closing or the termination of this Agreement will be subject to any time limitations in this Agreement and, with respect to terms that survive Closing, will not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of such surviving terms or for material misrepresentation and indemnity made in writing during the applicable period limitation will survive such period.

16.13. **Governing Law; Jurisdiction.** This Agreement is governed by, and construed and

enforced in accordance with, the laws of State of Arizona, except with respect to real property related issues which is governed by the state where the Real Property is located.

16.14. **Severability.** If any term of this Agreement is deemed invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not alter the remaining portion of such term, or any other term hereof, as each term of this Agreement will be deemed severable from all other provisions so long as removing the severed portion does not materially alter the overall intent of this Agreement.

16.15. **No Waiver.** The waiver by any party of any right granted to it will not be deemed to be a waiver of any other right granted, nor will the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

16.16. **Counterparts.** The parties may sign this Agreement in multiple identical counterparts, all of which taken together will constitute one and the same agreement. The parties will consider a copy of the signed Agreement for all purposes as an original of this Agreement to the maximum extent permitted by law, and no party to this Agreement will have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

*[signatures to follow]*

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

**SELLER:**

**TOWN OF EAGAR,**  
a municipality within Apache County, Arizona

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**BUYER:**

**THE CHURCH OF JESUS CHRIST OF LATTER-DAY  
SAINTS,**  
a Utah corporation sole

By: *R Shane Evertsen* \_\_\_\_\_  
Name: **Richard Evertsen** \_\_\_\_\_  
Its: Authorized Agent  
Date: 08/25/2026 \_\_\_\_\_

**ESCROW AGENT ACCEPTANCE**

This Purchase and Sale Agreement dated \_\_\_\_\_, 2026, and the Earnest Money, are accepted and the Escrow is opened this \_\_\_\_ day of \_\_\_\_\_, 2026. Escrow Agent agrees to act as the Escrow Agent, as defined in this Agreement, and to perform its duties in accordance with this Agreement and to comply with state and local laws relating to acting as an escrow or closing agent for real property transactions. Further, Escrow Agent agrees to act as “the person responsible for closing” the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT:        Fidelity National Title NCS Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **LIST OF EXHIBITS**

|                      |   |                              |
|----------------------|---|------------------------------|
| <b>Schedule 1</b>    | - | Definitions                  |
| <b>Exhibit A-1</b>   | - | Real Property Description    |
| <b>Exhibit A-2</b>   | - | Real Property Depiction      |
| <b>Exhibit 5.2</b>   | - | List of Inspection Materials |
| <b>Exhibit 8.2.1</b> | - | Form of Deed                 |
| <b>Exhibit 8.2.4</b> | - | Form of General Assignment   |

## SCHEDULE 1

### DEFINITIONS

- 1.1. **Agreement** – Defined in the opening paragraph and including the Term Summary and all exhibits and schedules attached hereto.
- 1.2. **Business Day** – A day other than a Saturday, Sunday or day on which banking institutions in Utah or the state where the Real Property is located are authorized or required by law or executive order to be closed.
- 1.3. **Buyer** – Defined in the Term Summary.
- 1.4. **Buyer Affiliate** – An entity that controls, is controlled by, or is under common control with Buyer.
- 1.5. **Buyer Condition and Buyer Conditions** – The conditions to Buyer's closing obligations set forth in Section 9.1, individually and collectively, as the context may require.
- 1.6. **Buyer's Consultants** – The attorneys, lenders, employees, agents and consultants of Buyer that are specifically working with Buyer on the Purchase and Sale Transaction.
- 1.7. **Buyer Default** – Defined in **Section 14.1**.
- 1.8. **Buyer Indemnitees** – Buyer's employees, officers, directors, agents, representatives, managers, members, affiliates and parent companies.
- 1.9. **Buyer Representative** – Defined in the Term Summary.
- 1.10. **Cash** – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.
- 1.11. **Casualty Loss Value** – The loss in value of the Property due to a casualty event, such loss to be determined by either (i) a third-party insurance consultant or (ii) an MAI certified appraiser (such consultant or appraiser to have at least three (3) years of professional experience valuing casualty losses to real property) selected by Buyer.
- 1.12. **Closing or Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Deed.
- 1.13. **Closing Date** – Defined in the Term Summary.
- 1.14. **Closing Documents** – The documents Seller delivers or causes to be delivered to Buyer at Closing, including, without limitation, the Deed.
- 1.15. **Current Knowledge** – With respect to Seller, the current, actual knowledge, without a duty to investigate, of the Seller Representative, and with respect to Buyer, the current, actual knowledge of Buyer Representative; provided, however, such Seller Representative and Buyer Representative will not have any personal liability with respect to any representations and warranties in this Agreement (except if Seller Representative is the same person as Seller).
- 1.16. **Deed** – A special or limited warranty deed, or its equivalent in the state where the Real Property is located, in the substance of **Exhibit 8.2.1**.
- 1.17. **Earnest Money** – The earnest money in Cash to be deposited by Buyer with Escrow Agent

in the amount set forth in the Term Summary, together with any interest earned thereon.

1.18. **Effective Date** – The later of the dates that Buyer or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyer’s or Seller’s signatures and the date inserted following their signatures on the signature page herein.

1.19. **Intentionally Deleted.**

1.20. **Environmental Laws** – All federal, state, local, or municipal environmental law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (ii) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (iii) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (iv) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (v) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (vi) state or local environmental laws, and (vii) any regulations related to any of the foregoing.

1.21. **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.

1.22. **Escrow Agent** – Defined in the Term Summary.

1.23. **Feasibility Period** – Defined in the Term Summary.

1.24. **Feasibility Review** – Defined in **Section 5**.

1.25. **General Assignment** – Defined in **Section 8.2.4**.

1.26. **Government Authorities** – Any federal, state or local government entity, agency or authority with jurisdiction over any portion of the Property, or any aspect of the entitlement, development, or construction thereof (including all applicable agencies and divisions of any local municipality).

1.27. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including all asbestos or petroleum-based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.28. **Intentionally Deleted**

1.29. **Indemnitees** – A party’s employees, officers, divisions, subsidiaries, partners, members and affiliated companies and its and their employees, officers, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns.

1.30. **Independent Consideration** – \$100.00.

1.31. **Inspection Materials** – Defined in **Section 5.2**.

1.32. **Intended Use** – Defined in the Term Summary.

1.33. **Losses** – All damages, losses, claims, demands, charges, suits, fines, penalties, costs and expenses and other liabilities of any kind whatsoever (including court costs and reasonable attorneys’ and paralegals’

fees and expenses).

1.34. **Mandatory Cure Items** – Any (i) Monetary Encumbrances, (ii) any covenant that prohibits, restricts, limits or otherwise impairs the Intended Use, (iii) any easement that either (a) encumbers a portion of the Property that extends more than ten feet within the exterior boundary of the Property or (b) prohibits encroachments of owner improvements within the easement area or otherwise restricts owner's right to install improvements such as buildings, parking and roadways relating to the Intended Use or (iv) any encumbrances that include the Property in an owner's or similar association.

1.35. **Monetary Encumbrances** – Any deeds of trust, mortgages, mechanics or materialman's liens, judgment liens or other monetary encumbrances affecting the Property.

1.36. **New Title Objections** – Defined in **Section 6.2.2**.

1.37. **Notice of Purchase** – A written notice delivered from Buyer to Seller stating Buyer's intent to purchase the Property.

1.38. **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.

1.39. **Permitted Exceptions** – All (i) taxes and assessments against the Property which are not yet due and payable as of the Closing Date, (ii) then-current laws and regulations applicable to the Property, (iii) any patent claims and reservations set forth in the public records, and (iv) all other matters affecting title to the Property contained in the Title Report or shown on the Survey to the extent such matters are accepted by Buyer pursuant to **Section 6.2** (but excluding the generic or standard exceptions in the Title Report if Buyer obtains extended coverage); but excluding the Mandatory Cure Items.

1.40. **Intentionally Deleted.**

1.41. **Property** – The Real Property, together with: (i) all buildings, structures and improvements currently included thereon; (ii) all easements, rights of way, and appurtenances running with or pertaining thereto, including any rights to use adjacent streets or alleyways; (iii) any mineral rights and other subjacent rights; (iv) the Water Rights; (v) the Personal Property; (vi) any entitlements and other intangible rights and assets of any kind whatsoever relating to the Real Property; and (vii) any warranties and guaranties, certificates of occupancy and other approvals or consents from the Government Authorities relating to the Real Property.

1.42. **Purchase Price** – The purchase price for the Property to be paid in Cash by Buyer to Seller in the amount set forth in the Term Summary.

1.43. **Purchase and Sale Transaction** – The purchase of the Property by Buyer, and the sale of the Property by Seller, all as contemplated by this Agreement.

1.44. **Pursuit Costs** – Buyer's costs and expenses incurred negotiating this Agreement, conducting the Feasibility Review and other activities relating to the Purchase and Sale Transaction.

1.45. **Real Property** – Defined in Recital A.

1.46. **Relationship Disclosure** – Seller's relationship disclosure set forth in the Term Summary.

1.47. **Seller** – Defined in the Term Summary.

1.48. **Seller Conditions** – The conditions to Seller's closing obligations set forth in **Section 9.2**, individually and collectively, as the context may require.

1.49. **Seller Default** – Defined in **Section 14.2**.

- 1.50. **Seller's Relationship Disclosure** – Defined in the Term Summary.
- 1.51. **Seller Releasees** – Seller's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing.
- 1.52. **Seller Representative** – Defined in the Term Summary.
- 1.53. **Intentionally Deleted.**
- 1.54. **Survey** – Defined in **Section 6.1.**
- 1.55. **Termination Notice** – Defined in **Section 5.3.**
- 1.56. **Term Summary** – The Summary of Purchase and Sale Agreement.
- 1.57. **Title Company** – The party listed in **Section 1.22 of Schedule 1** (including its local affiliate, if applicable).
- 1.58. **Title Objections** – Defined in **Section 6.2.1.**
- 1.59. **Title Objection Period** – The period that commences on the Effective Date and ends fifteen (15) days before the Feasibility Period expires.
- 1.60. **Title Policy** – Defined in **Section 6.3.**
- 1.61. **Title Report** – Defined in **Section 5.2.**
- 1.62. **Transaction Expense Chart** – The allocation of transaction costs and expenses set forth in the Term Summary.
- 1.63. **Updated Title Report** – Defined in **Section 6.2.2.**
- 1.64. **Water Rights** – Any water rights that are appurtenant to or otherwise used in conjunction with the Real Property including, without limitation, any state certificated water rights, riparian rights, well rights, well permits, water usage rights, and water shares and stock certificates in any water, canal or irrigation company.

**EXHIBIT A-1**

**REAL PROPERTY DESCRIPTION**

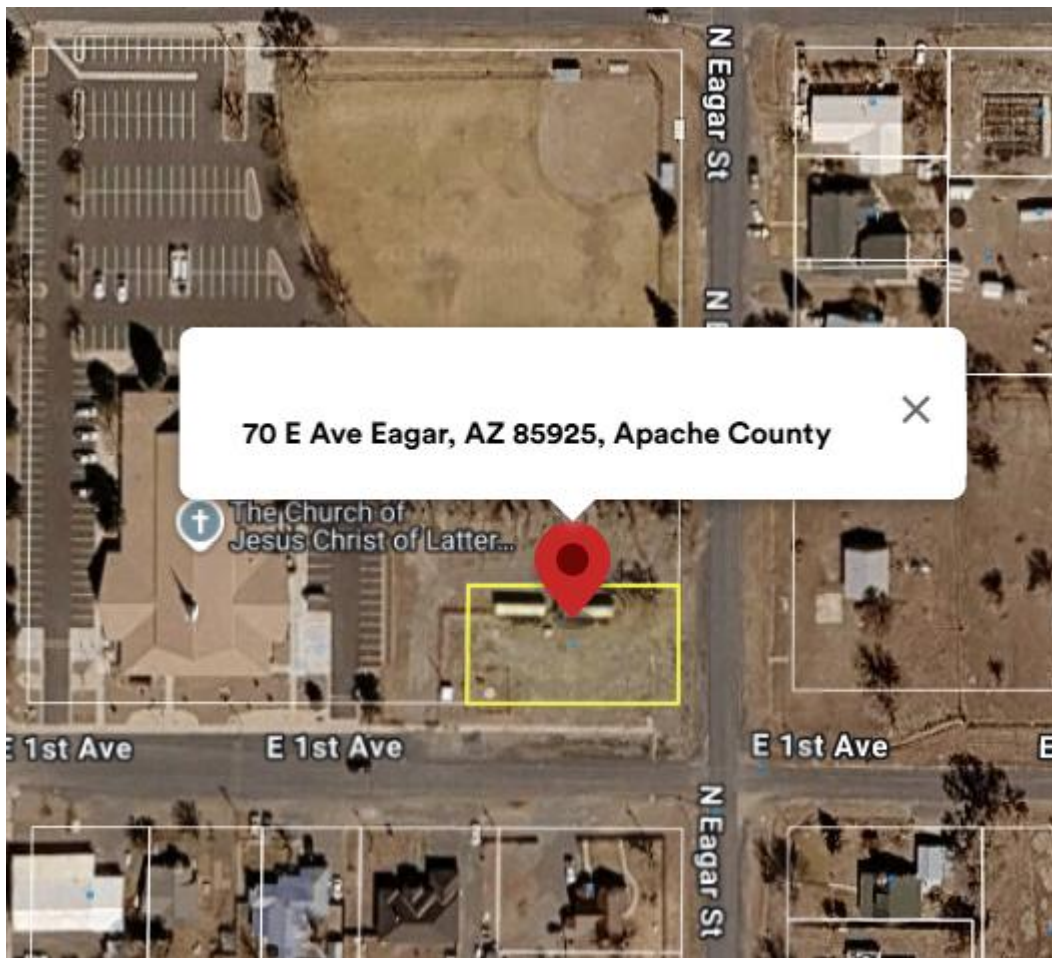
*[The legal description below is subject to confirmation in the Title Report]*

SUBDIVISION: EAGAR TOWNSITE BLOCK: 27 BEG SE COR OF BLOCK & POB N 89.56 W 171 S 95 E 171  
N 5.44 TO POB.

Tax Parcel No. 104-12-014B

EXHIBIT A-2

REAL PROPERTY DEPICTION



## **EXHIBIT 5.2**

### **LIST OF INSPECTION MATERIALS**

1. All real estate tax bills and assessments
2. All traffic, engineering, soil, geotechnical, physical condition, zoning and hazardous substance reports, tests and inspection results and other similar tests, investigations or studies relating to the Property
3. All documents, agreements, contracts, correspondence, notices, memorandums of understanding, letters of intent, permits, or other information of any kind related to (i) any entitlements, (ii) any utilities (including their availability ), (iii) any notices, claims, actions or proceedings and (iv) the operation relating to the Property.
4. All documents, agreements, contracts, correspondence, notices, memorandums of understanding, letters of intent, permits, or other information of any kind related to the water servicing the Property.
5. All warranties, guarantees, appraisals, site plans, specifications, designs, certificates of occupancy, plats, and/or other plans related to the Property.
6. Any written evidence of the current and historical uses of the Property.
7. Any leases of any kind related to, encumbering, or affecting the Property (whether or not shown or disclosed on the Title Report).

**EXHIBIT 8.2.1**

**DEED**

*[subject to conformance to state and local recording and form requirements]*

Recording requested by  
and when recorded mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(space above for recorder's use only)

**SPECIAL WARRANTY DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, \_\_\_\_\_, a \_\_\_\_\_ ("**Grantor**"), hereby conveys and warrants against all who claim by, through or under Grantor to **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole ("**Grantee**"), whose address is \_\_\_\_\_, all that certain real property located in the County of \_\_\_\_\_, State of \_\_\_\_\_, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference ("**Property**").

TOGETHER WITH all improvements, structures, easements, tenements, hereditaments on or appurtenant to the Property.

SUBJECT TO (i) current and future taxes and assessments and (ii) those certain permitted encumbrances described on **Exhibit B** attached hereto and incorporated herein by reference.

*[signature to follow]*



Exhibit A  
to  
Deed  
Legal Description

Exhibit B  
to  
Deed

List of Permitted Encumbrances<sup>1</sup>

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<sup>1</sup> Insert non-standard exceptions listed in “Schedule B-2” (or state equivalent) of the Title Report.

## EXHIBIT 8.2.4

### GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this “**Assignment**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), between \_\_\_\_\_, a \_\_\_\_\_ (“**Assignor**”), and THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Assignee**”).

### RECITALS

- A. Assignor presently owns the real property described in **Exhibit A** to this Assignment (“**Property**”).
- B. Pursuant to the Purchase and Sale Agreement, dated as of \_\_\_\_\_, 20\_\_, between Assignor and Assignee (as amended, the “**Agreement**”), Assignor is, simultaneously with the execution of this Assignment, transferring to Assignee all of its right, title and interest in the Property (“**Property Transfer**”) under the terms and conditions in the Agreement.
- C. In connection with the Property Transfer, Assignor desires to assign, transfer, give and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s interest, in and to the following described rights, interests and property relating to the Property.

### AGREEMENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Assignment.** Assignor assigns, transfers, sets over, and conveys to Assignee, to the fullest extent the same are assignable, all of Assignor’s right, title, and interest, in and to (i) all warranties and guaranties of any kind from third parties (but not from Assignor), express or implied, written or oral, relating to the Property, including without limitation, all warranties and guaranties from contractors, subcontractors, builders, manufacturers, vendors and suppliers; and (ii) all licenses or permits relating to the Property and its use.
2. **Binding Effect.** This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
3. **Construction; Definitions.** This Assignment will be construed according to the laws of the State of Arizona, except with respect to real property related issues which is governed by the state where the Real Property is located. Capitalized terms used and not otherwise defined herein will have the meanings given to such terms in the Agreement.
4. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

\_\_\_\_\_,  
a \_\_\_\_\_

**[EXHIBIT NOT FOR EXECUTION]**

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,**  
a Utah corporation sole

**[EXHIBIT NOT FOR EXECUTION]**

By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Its: Authorized Agent

Exhibit A  
to  
Assignment

Legal Description of Property



**TOWN OF EAGAR**  
**REGULAR COUNCIL MEETING**

**SEPT 1, 2026 at 6:00 PM**

**COUNCIL CHAMBER, 22 WEST 2ND STREET**

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**STAFF COMMUNICATION**

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**DEPARTMENT:** Community Development

**PRESENTATION:** Cybersecurity and door access upgrades

**AGENDA ITEM:** 12E

**BUDGET IMPACT:** Grant funds in the amount of \$34,013

**HISTORY:** The Town has identified a need to update its server system to improve reliability, strengthen network security, and better protect against potential cybersecurity threats. A quote was obtained from the Town's IT provider and was used to apply for grant funding to complete the necessary server upgrades.

Additionally, the Town obtained a quote to update the existing door access system. The current system is outdated and no longer allows staff to create or issue new key cards. The proposed system will restore this functionality while also improving security by providing better tracking of who accesses Town facilities and when.

No Town funds are anticipated to be required for these improvements, as the project is expected to be fully funded through grant funding.

**ATTACHMENTS:** Award letters and agreements

**STAFF RECOMMENDATION:** Staff recommends approval of these grant funds, for signatures to be obtained as needed, and to allow the new updates to be completed.

## SUBRECIPIENT AGREEMENT

25-AZDOHS-HSGP-250109-01

Between

The Arizona Department of Homeland Security ("AZDOHS")

And

Town of Eagar ("Subrecipient")  
UEI Number (UEI: VPB7THHASZS5)

WHEREAS, ARS 41-4254 makes the Arizona Department of Homeland Security (AZDOHS) responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **August 3, 2026** and shall terminate on **September 30, 2027** (the "Period of Performance"). The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"Town of Eagar's Defense Against Cyber Threats"** and funded at **\$29,513** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under U.S. Department of Homeland Security ("DHS") grant #EMW-2025-SS-05003 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$29,513** to Subrecipient under this Agreement.

Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at [www.azdohs.gov](http://www.azdohs.gov). Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

**January 15** (for the period from October 1– December 31)

**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (<https://azdohs.gov/grant-program-forms>) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as “final” and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State, and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See

<https://www.fema.gov/emergency-managers/practitioners/environmental-historic/laws/ehp-directive-instruction> and

<https://azdohs.gov/environmental-and-historic-preservation-ehp>. Subrecipients proposing programs with potential environmental impact **must** participate in the DHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, including provisions of 2 CFR Part 200, which were updated by OMB in April of 2024, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposes authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs \$10,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing \$10,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement. Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report.** The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement are no longer needed by the Subrecipient for the original program or for other activities currently or previously supported by a federal awarding agency, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (<https://azdohs.gov/grant-program-forms>) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (<https://azdohs.gov/grant-program-forms>) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (<https://dema.az.gov/emergency-management/preparedness/training-branch>). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.
11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.
14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200, including 2 CFR 200.211(b)(16) and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.
16. **Audit/Monitoring**
- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
  - b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$1,000,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov) a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
  - c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related

program criteria are being met. Subrecipient must comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions pursuant to 2 CFR § 200.337. Subrecipient must cooperate with any review or investigation conducted by DHS and/or AZDOHS. Subrecipient must give DHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by DHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all other reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **NOFO, DHS Standard Terms, Agreement Articles, and PGM** Subrecipient must comply with all applicable terms within the Notice of Funding Opportunity (NOFO), the FY 2025 DHS Standard Terms and Conditions, the Agreement Articles attached to the FEMA Award Letter to AZDOHS, and the Preparedness Grant Manual (PMG). The applicable terms of each of the NOFO, FY 2025 DHS Standard Terms and Conditions, Agreement Articles, and PMG are hereby incorporated into this Agreement, and many, but not all, of the applicable terms are also included or restated within this Agreement. If a condition in the NOFO is inconsistent with FY 2025 DHS Standard Terms and Conditions, the condition shall be invalid to the extent of the inconsistency.

However;

Notwithstanding their inclusion in the Agreement Articles and 2025 DHS Standard Terms and Conditions, the following terms and Agreement Articles do not apply: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the 2025 DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials”; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the 2025 DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination.”

AND

In regard to SHSP and UASI Programs, Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D.R.I.) and the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards subject to the orders while the orders remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article

titled “Anti-Discrimination” in this award package; and (3) the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article. If memorandum and order or preliminary injunction in either of these matters are stayed, vacated, or extinguished, the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article (Article 61) will immediately become effective.

18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.
19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/content/basic-page/127>); and (d) Arizona's State Interoperable Priority Programming Guide (<https://www.azdps.gov/content/basic-page/127>).
20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).
21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
25. **Mandatory Disclosures** Subrecipient must disclose, in a timely manner and in writing, to AZDOHS all violations of federal criminal law involving, fraud, bribery, or gratuity violations potentially affecting the Federal award, as required by 2 CFR 200.113.
26. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
  - a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
  - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the DHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>);
  - c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2023-01 (<https://azgovernor.gov/office-arizona-governor/executive-order/1-0>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability);
  - d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
  - e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
  - f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
  - g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

27. **Anti-discrimination** Subrecipient must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(1) Definitions. As used in this clause;

(a) DEI means "diversity, equity, and inclusion."

(b) DEIA means "diversity, equity, inclusion, and accessibility."

(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

(d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

(i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and

(ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2).

(4) Upon suspension or termination under subsection (3), all funds received by the subrecipient shall be deemed to be in excess of the amount that the subrecipient is determined to be entitled to under the Federal award for purposes of 2 CFR § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

28. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials. Subrecipient agrees that DHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an

award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

29. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
30. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 ([https://www.whitehouse.gov/wp-content/uploads/legacy\\_drupal\\_files/omb/circulars/A129/a-129.pdf](https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/circulars/A129/a-129.pdf))
31. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with 2 CFR Part 184, which codifies the Build America, Buy America Act (BABAA) Preference applicable to Federal financial assistance programs for infrastructure projects.

In addition to the DHS Standard Terms and Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 CFR§ 184.4 and a self-certification as required by the FEMA BABAA Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

32. **Compliance with Certain Federal Statutes, Regulations, and Requirements**
  - a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
  - b. Subrecipient must comply with the Energy Policy and Conservation Act, 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued in compliance with this Act.
  - c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.
  - d. Subrecipient, and any contractors or subcontractors of Subrecipient are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 CFR §§200.216, 200.327, 200.471, and Appendix II to 2 CFR Part 200. The statute prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

- e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR § 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
- g. Subrecipient must comply with 42 USC 6962 and 2 CFR § 200.323, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
- i. Subrecipient must comply with the USA PATRIOT Act, Pub. L. 107-56, Section 817 and 18 USC 175-175c.
- j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
- k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR § 175.105.
- l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170 for Federal awards that total or exceed \$30,000.
- n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>), US Executive Order 12689 (<https://www.federalregister.gov/executive-order/12689>), 2 CFR Part 180, including 2 CFR §180.335, and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.
- o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publicly-available privacy policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow DHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).

- p. Subrecipient must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or OMB Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The DHS financial assistance office (DHS FAO) may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the DHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002.10. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR § 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
  - q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
  - r. Subrecipient must comply with 31 USC 1352 and 6 CFR Part 9, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract. Per 6 CFR Part 9, recipients must file a lobbying certification form and a lobbying disclosure form, which are available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
  - s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
  - t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act (IATF CPA) of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>). International travel, however, is not an allowable cost unless approved in advance by DHS/FEMA.
  - u. Subrecipient must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
  - v. Subrecipient must include in all contracts and purchase orders for work or product a contract provision encouraging domestic preference for procurements.
- 33. Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or Executive Order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not

change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

34. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.
35. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.
36. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.
37. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
38. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
39. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
40. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If

any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

41. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.
42. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
43. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.
44. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out*

*of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

45. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.
46. **Termination of the Federal Award** In addition to the “Termination” clause above, Subrecipients agree to be bound by the Termination of the Federal Award provisions contained in the NOFO, to the extent such provisions apply to subrecipients. Note that subrecipients are *not* bound by Term XL (“Termination of a Federal Award”) of the FY 2025 DHS Standard Terms and Conditions or Article 42 of the Agreement Articles.
47. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
48. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
49. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
50. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, and Operation Stonegarden).
51. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and

legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

52. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
53. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.
54. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1802 West Jackson Street, #117  
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at [www.azdohs.gov](http://www.azdohs.gov).

AZDOHS shall address all notices relative to this Agreement to:

\_\_\_\_\_  
Enter Title, First and Last Name Above

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Enter Mailing Address Above

\_\_\_\_\_  
Enter City, State, ZIP Above

**IN WITNESS WHEREOF**, the parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

**FOR AND BEHALF OF THE**

\_\_\_\_\_  
Enter Agency Name Above

Arizona Department of Homeland Security

\_\_\_\_\_  
Authorized Signature Above

\_\_\_\_\_  
Susan Dzbanko, Deputy Director

\_\_\_\_\_  
Print Name and Title Above

\_\_\_\_\_  
Enter Date Above

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*

## SUBRECIPIENT AGREEMENT

25-AZDOHS-HSGP-250109-02

Between

The Arizona Department of Homeland Security ("AZDOHS")

And

Town of Eagar ("Subrecipient")  
UEI Number (UEI: VPB7THHASZS3)

WHEREAS, ARS 41-4254 makes the Arizona Department of Homeland Security (AZDOHS) responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **August 3, 2026** and shall terminate on **September 30, 2027** (the "Period of Performance"). The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: "**Town of Eagar Access Control Installation Project**" and funded at **\$4,500** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under U.S. Department of Homeland Security ("DHS") grant #EMW-2025-SS-05003 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$4,500** to Subrecipient under this Agreement.

Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at [www.azdohs.gov](http://www.azdohs.gov). Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

**January 15** (for the period from October 1– December 31)

**April 15** (for the period from January 1 – March 31)

**July 15** (for the period from April 1 – June 30)

**October 15** (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (<https://azdohs.gov/grant-program-forms>) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as “final” and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State, and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See

<https://www.fema.gov/emergency-managers/practitioners/environmental-historic/laws/ehp-directive-instruction> and

<https://azdohs.gov/environmental-and-historic-preservation-ehp>. Subrecipients proposing programs with potential environmental impact **must** participate in the DHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, including provisions of 2 CFR Part 200, which were updated by OMB in April of 2024, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposes authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs \$10,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing \$10,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement. Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report.** The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement are no longer needed by the Subrecipient for the original program or for other activities currently or previously supported by a federal awarding agency, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (<https://azdohs.gov/grant-program-forms>) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (<https://azdohs.gov/grant-program-forms>) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (<https://dema.az.gov/emergency-management/preparedness/training-branch>). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (<https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.
11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.
14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200, including 2 CFR 200.211(b)(16) and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.
16. **Audit/Monitoring**
- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
  - b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$1,000,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov) a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
  - c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related

program criteria are being met. Subrecipient must comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions pursuant to 2 CFR § 200.337. Subrecipient must cooperate with any review or investigation conducted by DHS and/or AZDOHS. Subrecipient must give DHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by DHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all other reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **NOFO, DHS Standard Terms, Agreement Articles, and PGM** Subrecipient must comply with all applicable terms within the Notice of Funding Opportunity (NOFO), the FY 2025 DHS Standard Terms and Conditions, the Agreement Articles attached to the FEMA Award Letter to AZDOHS, and the Preparedness Grant Manual (PMG). The applicable terms of each of the NOFO, FY 2025 DHS Standard Terms and Conditions, Agreement Articles, and PMG are hereby incorporated into this Agreement, and many, but not all, of the applicable terms are also included or restated within this Agreement. If a condition in the NOFO is inconsistent with FY 2025 DHS Standard Terms and Conditions, the condition shall be invalid to the extent of the inconsistency.

However;

Notwithstanding their inclusion in the Agreement Articles and 2025 DHS Standard Terms and Conditions, the following terms and Agreement Articles do not apply: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the 2025 DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials”; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the 2025 DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination.”

AND

In regard to SHSP and UASI Programs, Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D.R.I.) and the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards subject to the orders while the orders remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article

titled “Anti-Discrimination” in this award package; and (3) the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article. If memorandum and order or preliminary injunction in either of these matters are stayed, vacated, or extinguished, the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article (Article 61) will immediately become effective.

18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.
19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/content/basic-page/127>); and (d) Arizona's State Interoperable Priority Programming Guide (<https://www.azdps.gov/content/basic-page/127>).
20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).
21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
25. **Mandatory Disclosures** Subrecipient must disclose, in a timely manner and in writing, to AZDOHS all violations of federal criminal law involving, fraud, bribery, or gratuity violations potentially affecting the Federal award, as required by 2 CFR 200.113.
26. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
  - a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
  - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the DHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>);
  - c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2023-01 (<https://azgovernor.gov/office-arizona-governor/executive-order/1-0>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability);
  - d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
  - e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
  - f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
  - g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

27. **Anti-discrimination** Subrecipient must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(1) Definitions. As used in this clause;

(a) DEI means “diversity, equity, and inclusion.”

(b) DEIA means “diversity, equity, inclusion, and accessibility.”

(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

(d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

(i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and

(ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2).

(4) Upon suspension or termination under subsection (3), all funds received by the subrecipient shall be deemed to be in excess of the amount that the subrecipient is determined to be entitled to under the Federal award for purposes of 2 CFR § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

28. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials. Subrecipient agrees that DHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an

award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

29. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
30. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 ([https://www.whitehouse.gov/wp-content/uploads/legacy\\_drupal\\_files/omb/circulars/A129/a-129.pdf](https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/circulars/A129/a-129.pdf))
31. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with 2 CFR Part 184, which codifies the Build America, Buy America Act (BABAA) Preference applicable to Federal financial assistance programs for infrastructure projects.

In addition to the DHS Standard Terms and Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 CFR§ 184.4 and a self-certification as required by the FEMA BABAA Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

32. **Compliance with Certain Federal Statutes, Regulations, and Requirements**
  - a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
  - b. Subrecipient must comply with the Energy Policy and Conservation Act, 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued in compliance with this Act.
  - c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.
  - d. Subrecipient, and any contractors or subcontractors of Subrecipient are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 CFR §§200.216, 200.327, 200.471, and Appendix II to 2 CFR Part 200. The statute prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

- e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR § 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
- g. Subrecipient must comply with 42 USC 6962 and 2 CFR § 200.323, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
- i. Subrecipient must comply with the USA PATRIOT Act, Pub. L. 107-56, Section 817 and 18 USC 175-175c.
- j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
- k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR § 175.105.
- l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170 for Federal awards that total or exceed \$30,000.
- n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>), US Executive Order 12689 (<https://www.federalregister.gov/executive-order/12689>), 2 CFR Part 180, including 2 CFR §180.335, and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.
- o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publicly-available privacy policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow DHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).

- p. Subrecipient must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or OMB Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The DHS financial assistance office (DHS FAO) may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the DHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002.10. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR § 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
  - q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
  - r. Subrecipient must comply with 31 USC 1352 and 6 CFR Part 9, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract. Per 6 CFR Part 9, recipients must file a lobbying certification form and a lobbying disclosure form, which are available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
  - s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
  - t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act (IATF CPA) of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>). International travel, however, is not an allowable cost unless approved in advance by DHS/FEMA.
  - u. Subrecipient must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
  - v. Subrecipient must include in all contracts and purchase orders for work or product a contract provision encouraging domestic preference for procurements.
- 33. Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or Executive Order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not

change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

34. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.
35. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.
36. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.
37. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
38. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
39. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
40. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If

any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

41. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.
42. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
43. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.
44. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out*

*of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

45. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.
46. **Termination of the Federal Award** In addition to the “Termination” clause above, Subrecipients agree to be bound by the Termination of the Federal Award provisions contained in the NOFO, to the extent such provisions apply to subrecipients. Note that subrecipients are *not* bound by Term XL (“Termination of a Federal Award”) of the FY 2025 DHS Standard Terms and Conditions or Article 42 of the Agreement Articles.
47. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
48. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
49. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
50. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, and Operation Stonegarden).
51. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and

legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

- 52. Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 53. Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.
- 54. Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1802 West Jackson Street, #117  
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at [www.azdohs.gov](http://www.azdohs.gov).

AZDOHS shall address all notices relative to this Agreement to:

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Enter Title, First and Last Name Above

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Enter Agency Name Above

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Enter Mailing Address Above

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Enter City, State, ZIP Above

**IN WITNESS WHEREOF**, the parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

**FOR AND BEHALF OF THE**

\_\_\_\_\_  
Enter Agency Name Above

Arizona Department of Homeland Security

\_\_\_\_\_  
Authorized Signature Above

\_\_\_\_\_  
Susan Dzbanko, Deputy Director

\_\_\_\_\_  
Print Name and Title Above

\_\_\_\_\_  
Enter Date Above

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*