



TOWN OF EAGAR
REGULAR TOWN COUNCIL MEETING
TUESDAY, OCTOBER 6, 2026 at 6:00 PM AZ
COUNCIL CHAMBERS, 22 WEST 2ND STREET

AGENDA

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, OCTOBER 6, 2026, BEGINNING AT 6:00 PM AZ, 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 SEPTEMBER 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)

8. NEW BUSINESS

A. BOARD AND COMMISSON VACANCIES

DISCUSSION AND POSSIBLE ACTION TO APPOINT COUNCILMEMBERS TO VACANT BOARD AND COMMISSION SEATS AND TO APPROVE MARSHA TUCKER TO REMAIN ON THE BEAUTIFICATION COMMITTEE (JESSICA VAUGHAN)

B. UPDATING NATIONAL BANK OF ARIZONA SIGNORS

DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION 2026-15 ASSIGNING SIGNORS TO THE TOWN OF EAGAR BANK ACCOUNTS (JESSICA VAUGHAN)

C. INDUSTRIAL PARK REQUEST FOR PROPOSALS

DISCUSSION AND POSSIBLE ACTION TO APPROVE A REQUEST FOR PROPOSAL FROM EPS ENGINEERING FOR THE INDUSTRIAL PARK PLANNING THROUGH AN ECONOMIC DEVELOPMENT ADMINISTRATION "EDA" GRANT (BRITNEY REYNOLDS)

D. LETTER OF SUPPORT FOR GRANT

DISCUSSION AND POSSIBLE ACTION TO APPROVE SUBMITTING A LETTER OF SUPPORT FOR A GRANT THROUGH WATER INFRASTRUCTURE FINANCE AUTHORITY "WIFA" FOR UPDATES TO THE SPRINGLINE SYSTEM (BRITNEY REYNOLDS)

E. ETHOS BROADBAND CONNECTION

DISCUSSION AND POSSIBLE ACTION TO APPROVE AN AGREEMENT WITH ETHOS TO CONNECT TOWN FACILITES FOR BROADBAND (BRITNEY REYNOLDS)

9. SIGNING OF DOCUMENTS

10. ADJOURNAMENT



Round Valley Police Department

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



Chief Jacob Doyle

Round Valley Police Department Staff Report

September 2026

Total Incidents	264
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Calls for Service	159
Officer Initiated Incidents	105
Traffic Stops	24

Total Officer Cases	52
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Accidents	3
Civil	0
Crime	21
Death	0
Incident	21

Total Misdemeanor & Felony Arrests	10
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Misdemeanor Arrests	6	<i>Assault, Theft, False Reporting, Shoplifting, Criminal Damage, Disorderly Conduct, Threatening and Intimidating, Reckless Driving</i>
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Adult	6
Juvenile	0

Felony Arrests	4	<i>Indecent Exposure, Sexual Abuse, Fraudulent Schemes, 1st Degree Trespass, Burglary, Endangerment, Aggravated Assault, Felony Probation Violation Warrant</i>
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Adult	4
Juvenile	0

Citations	15
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COMPLAINTS:

No complaints received.

NOTEWORTHY INFORMATION

September 9	Walk to School Event
September 16	Police Sergeant and Officer Applicant Interviews
September 23	Coffee with a Cop at Junk N Java
September 29	Amy and Haylee attended National Incident Based Reporting System (NIBRS) Training
September 30	Officially became part of the Show Low White Mountain Regional Communication Center Consortium

UPCOMING TRAINING and EVENTS

October 7	Round Valley Fire and Medical Open House
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CURRENT SWORN

Chief Doyle

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

George and Cathy Sloane

HIRING PROCESS UPDATE:

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

Interviews

Six (6) Applicants were Interviewed on September 16 for Police Officer and Sergeant

Three Lateral Applicants were Selected to Move Forward in the Process

In Backgrounds

Three Lateral Applicants

Officer(s) in the Academy

None



ROUND VALLEY FIRE & MEDICAL DEPARTMENT

September 2026 | Monthly Council Report

73 TOTAL CALLS

2 FIRE CALLS

3 MVAs

Operations

RVFMD responded to 73 calls during September, including 2 fire calls and 3 motor vehicle accidents. One patient was flown out following a UTV accident in Water Canyon. Crews completed 2 controlled burns at the beginning of the month. B-151 returned from its wildland assignment on September 8.

Training

EVOC training continued, with 8 additional members completing the driving course. Cadets continued Friday training, covering fire extinguishers, ropes, flow rates, and hydrant operations.

Community Outreach & School Safety

Crews attended a kindergarten event at the Primary School, participated in the 9/11 remembrance walk, and assisted with flag raisings at the Primary and Elementary Schools. School fire prevention dates were scheduled for October. Department leadership attended a Coalition of Family Values meeting and met with RVUSD staff to determine AED and Narcan locations at the schools.

Grants & Station Improvements

The department was awarded \$5,000 from Fort McDowell toward a turnout extractor. Crews continued preparing the station for the October Open House.

Show Low Dispatch & Communications

MDT work was completed, and vehicle wiring for charging and MDT installation continued. F-151 and EN-152 were nearly complete; all other units were ready and working. Dispatch testing continued throughout the month. The transition to Show Low Dispatch took place at midnight on September 29. Chief Pena continued working with the ROCC committee as co-chair for communications.

Administration

Captain McDowell's annual evaluation was completed.

Chief's Note

September brought a major communications milestone with the transition to Show Low Dispatch. I appreciate the work of our crews and partners in preparing equipment and completing testing. We look forward to welcoming the community to our October Open House and continuing fire prevention education in our schools.

Levi Penrod

Fire Chief



TOWN OF EAGAR
REGULAR TOWN COUNCIL MEETING
AND PUBLIC HEARING
SEPTEMBER 1, 2026, at 6:00 PM
COUNCIL CHAMBER, 22 WEST 2ND STREET

Mayor Guy Phelps called the regular meeting to order and welcomed those present. All seven members of the Council were present. Mayor Phelps led the Pledge of Allegiance. Councilman Bryce Burnham offered the invocation.

5. SUMMARY OF CURRENT EVENTS

Mayor Phelps reported attending the League of Arizona Cities and Towns conference. He highlighted the keynote message about treating others with dignity, the common challenges facing communities, and sessions concerning Arizona water resources.

Councilman William Greenwood report addressed participation in a regional council of governments meeting, economic development updates, and an upcoming Eagar-hosted tour and meeting to which Councilmembers were invited.

Town Manager Brannon Eagar reported:

- That the recently approved mulcher had been delivered.
- Public Works crews were removing dead trees from rights-of-way to prevent injury and infrastructure damage.
- Main Street electrical lights were being replaced with solar lights, with two replacements remaining on order.
- The work would allow removal of overhead service lines; poles would be painted black to match the rest of Main Street.
- Crews were also keeping up with mowing following recent rainfall.

Finance Director David Lamm reported:

- That, as of July 31, the Town had approximately \$1.3 million in its operating account and \$7.1 million in the Local Government Investment Pool, for a total cash position of approximately \$8.4 million.
- Monthly transfers of \$50,000 from the operating account to the investment pool were continuing.
- Revenues and expenditures in the major funds were consistent with expectations for the first month of the fiscal year.

Town Clerk Jessica Vaughan reported:

- Receipt of a \$5,000 youth sports assistance grant to help eligible youth, including students through high school, with registration fees, equipment, and some travel expenses.

- Halloween planning was underway, and the Scarecrow Contest had been moved from Main Street to Cowpuncher Pond so visitors could view entries along the walking route.
- Director Lamm and I are assisting youth flag football and basketball programs with registration.
- Yeah reviewing legislative updates for possible Town code revisions.

Community Development Director Britney Reynolds reported:

- She thanked the outgoing Councilmembers for their service.
- Discussed recent newspaper coverage of utility-related community transition funding, noting that Eagar had received more than \$125,000 in assistance, and reported continued work on grants and development opportunities.

Police Chief Jake Doyle reported:

- He recognized Dale Thompson for more than 1,100 hours of service over approximately four and one-half years.
- The monthly police report included 241 incidents: 154 calls for service and 87 officer-initiated incidents, including 20 traffic stops.
- There were two accidents, 23 reported crimes, and 11 arrests.
- Two complaints referred to the Department of Public Safety remained pending.
- The department participated in the August 19 Walk to School event and held a Community Advisory Board meeting.
- A new administrative assistant began work August 24, and the department was in the final stages of transferring dispatch services to Show Low.

Fire Chief Levi Penrod reported:

- 81 calls in August, including two major motor vehicle accidents and three cardiac arrests.
- Equipment obtained through opioid funding, including mechanical CPR equipment, was in service.
- Wildland resources had been deployed to Oregon.
- Training included emergency vehicle operations, ropes and knots, lifting and stabilization, and splinting.
- Station work included roof-leak repairs and painting the apparatus bay.
- An engine had been loaned to Vernon, and work had begun on burning accumulated piles.
- We received REMS which refers to a rapid extraction module medical team.

6. OPEN CALL TO THE PUBLIC

Terry Shove thanked the outgoing Councilmembers, welcomed the incoming members, and reported a positive start to the school year. Terry commended teachers and school staff, encouraged visits to local school classrooms, and noted that school sporting events have started.

Monica Boehning, stated as an Eagar landowner and longtime Round Valley resident, spoke in favor of pursuing modern biomass energy development in southern Apache County. Novo in Snowflake is at capacity and another biomass is needed. She stated we support biomass and there are benefits for forest-thinning material, woody waste, potential financing opportunities,

and the possible benefits for employment, forest health, wildfire reduction, and power generation.

7. CONSENT AGENDA

A. TOWN COUNCIL MINUTES

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE MEETING MINUTES FROM AUGUST 2026

B. AUGUST 2026 FINANCIALS

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

C. AUGUST 2026 FINANCIAL REPORT AND SALES TAX REPORT

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

D. OVARIAN CANCER PROCLAMATION

DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROCLAMATION DECLARING SEPTEMBER OVARIAN CANCER AWARENESS MONTH

Councilman William Greenwood made a motion to approve the consent agenda. Councilman Titan Merrill seconded. The motion carried unanimously, 7-0.

Vote: Ayes: Guy Phelps
Marsha Tucker
William Greenwood
Ray Hamblin
Bryce Burnham
Titan Merrill
Brandon Slade

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 Phelps recognized Vice-Mayor Marsha Tucker and Councilmembers Ray Hamblin and Brandon Slade for their service to the Town. He thanked them for the time devoted to Council responsibilities, their consideration of community issues, and their efforts to give residents a voice. No motion was made.

B. SWEARING IN OF NEW COUNCILMEMBERS

ELECTED COUNCILORS REGGIE PETERSEN, ROBERT RAY, AND DALE THOMPSON TO TAKE OATH OF OFFICE

Town Clerk Jessica Vaughan administered the oath of office to elected Councilmembers Reggie Petersen, Robert Ray, and Dale Thompson. Following the oath, the new members took their seats. No motion was made.

9. PRESENTATIONS

A. PRESENTATION OF CERTIFICATES

PRESENTATION OF CERTIFICATES TO THE BASHA'S MURAL PARTICIPANTS

Mayor Phelps and staff recognized the participants in the Bashas mural project and presented certificates. The project was supported by an SRP grant and was intended to enhance local attractions and tourism. Staff thanked the project leaders, the high school art teacher and Brandee Snyder, and the participating students for their work in completing the mural. Certificates for participants who were unable to attend would be delivered through their families or the school. No motion was made.

B. ROUND VALLEY UNIFIED SCHOOL DISTRICT

UPDATE ON MAINTENANCE AND OPERATION BUDGET OVERRIDE CONTINUATION

Superintendent Slade Morgan and Business Manager Cass Pond presented information on the maintenance and operation budget override continuation scheduled for the November election. They distinguished the override, which supports staffing, benefits, and operations, from the previously approved bond for facilities. They stated that the district had maintained the same override for approximately 15 years and that the election concerned continuation rather than a new tax.

The presenters described a fiscal year 2026–2027 maintenance and operation budget of approximately \$11.3 million and override funding of approximately \$1.47 million. They estimated the tax impact at about \$40 annually for each \$100,000 of home market value, or approximately \$120 for a \$300,000 home, while noting that property values could change.

They explained that continuation would help maintain staffing, class sizes, extracurricular programs, and community access to facilities. If the measure failed, the override would phase out over three years, requiring an initial reduction of nearly \$500,000 and possible staffing reductions, larger classes, reduced programs, building closures, higher activity fees, or reduced facility availability. Informational materials and contact information were made available. No motion was made.

10. PUBLIC HEARING

Councilman Bryce Burnham made a motion to enter the public hearing at 6:38 p.m. Councilman William Greenwood seconded. The motion carried unanimously, 7-0.

Vote: Ayes: Guy Phelps
Bryce Burnham
William Greenwood
Titan Merrill
Dale Thompson
Robert Ray
Reggie Petersen

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

Town Attorney Brett Rigg explained that the hearing was limited to the RV park and RV storage request, rather than the applicants' broader conceptual redevelopment. He described

the Council's options as upholding the denial, approving the permit, or approving it with additional conditions. He noted concerns raised before the Commission involving water, traffic, and fire protection.

Lucas Luna (applicant) stated we have a brief presentation, and it will not take very long. We presented this to Planning and Zoning. There were not many legitimate reasons for the denial. It was more emotional than based on any one issue or multiple legitimate issues. As we stated, the proposed use is completely legal on the property under the current zoning. We understand that there are surrounding neighborhoods. As you heard tonight, when there was previous industry on that property, it was disruptive to the neighbors.

Mr. Luna continued stating based on the physical location of the property, I do not think this will ever be something that the entire surrounding community agrees with. From our position, this is probably the least intrusive use of the property. If major industry came to the area and wanted to use that property, we are open-minded people. We run a large business ourselves. An RV park would probably be the least intrusive use to remove if a major industry showed serious interest in purchasing the property. We are pursuing the least intrusive type of business on the property, with the understanding that if something major came to town, we would also stand behind and support it.

As you can see with the mural itself, the Town is making a push for tourism. Your general plan for the community is based on that, and this property completely supports it. I cannot see why this conflicts with anything happening in town, especially considering what has not happened on this property for more than three decades. This project will not burden the Town's utilities in any way. It is completely funded by us, without grants, loans, or anything of that type. If the Town is unable to support the water and sewer needs, we will put that infrastructure in ourselves. We would like to pursue that conversation with the Town, but we are perfectly willing to do it ourselves without burdening the town.

This will also provide jobs, both on this property and at multiple businesses throughout town. I have been coming to this town for 30 years and have had a home here for 20 years. Every time I come here, I get behind RVs and ATVs coming to spend their weekends and summers here. This project supports them. The screen shows a quick rendering. This is not part of the CUP, but it is part of the project. Our commitment is that we will not break ground unless the CUP is fully granted, because we do not believe in doing anything halfway. We know that, based on the property's current use, half of the project can be completed without the CUP.

We are not willing to spend this kind of money without the entire project. This rendering shows the sawmill building remodeled for use as a community center, with a restaurant inside. It could be used for community events, as long as alcohol is not on the property. It would be a family-friendly environment. Please go to the next slide. These are examples of the first- and second-floor interiors, with approximately 71,000 square feet of usable space. That is far larger than anything that currently exists in the community. It could be used for business events, personal events, community events, or training by anyone who needs to use the property.

The green area specifically addresses the CUP. We are requesting 200 RV spaces and 200 RV storage spaces. The pink area represents the existing structure and 100 cabin rentals that are already allowed under the current zoning. The next slide is an aerial view of the same property. There are other RV parks in the area with 100 spaces on 15 to 20 acres. We are asking for 200 spaces on 80 acres, which is a completely different situation. We are not trying to pack them in like sardines or overpopulate the area. We are trying to make good use of the land and give people space and comfort to enjoy their weekends and spend their money here.

This slide shows the cabins and how they are appropriately sized, with plenty of space between them. The final slide gives you a snapshot of the facility's interior when we are finished. We are not standing here as people who have never done this before. We own a construction company. If you walked into any of our offices in four different states, that is exactly what the interiors look like. I am not pretending to do something or asking to do something we have never done before. We have done this many times. We live and breathe small-town America.

We understand the environment and the mentality toward this project. We also understand that this is a great place with a great future. Regardless of what we say, tourism is what will succeed in this area. There are too many positive features and amenities in the immediate area that complement tourism. For major industry, the limitations involving railroad access and getting in and out of town, and this property specifically, do not support that use. Another issue is that when this property was in its prime, it was on the outskirts of town. That is no longer the case. In terms of industry, this property is too big to do something small and too small to do something big.

If someone came here and provided evidence that an industry would work on that property, we and the Town would be the first to support it if it brought more jobs and better-paying jobs than we are going to offer. That is our mentality.

Mayor Guy Phelps asked If this conditional use permit is not approved, you will not develop anything else?

Mr. Luna stated I would clean the property and leave it as it is, if we even clean it, because that is a massive undertaking. It costs a lot of money just to clean it. We closed on the property a month ago and have been out there quite a bit since then. Cleaning up what was left there is not a small task.

Councilman Reggie Petersen asked If I understood correctly, the zoning was approved for the cabins?

Mr. Luna stated the zoning does not need to be approved for the cabins. That use is already included.

Councilman Bryce Burnham asked If the RV use is not approved, would the other portions still go forward, or would that change the project?

Mr. Luna stated no we need both portions to support the infrastructure that we would have to pay for out of pocket. We cannot do that with 100 cabins and the building alone.

Mr. Luna stated we have built some of the biggest and best projects in the country: NFL stadiums, soccer stadiums, chip factories, and data centers. You name it, we have built it. We understand why that is not wanted in a small community. That is why we chose this project for this plan. We cannot obtain a permit or move onto the property without every box being checked. The design phase would take one year, and construction would take at least three years.

Councilman Titan Merrill asked How much will it cost?

Mr. Luna stated Anywhere from \$15 million to \$20 million for the entire project. That is why we are not willing to do half of it, if that makes sense.

Councilman Dale Thompson asked Did you take the police into account when you designed this?

Mr. Luna stated I will tell you no, because we have not sat down and had that conversation with anyone.

Kristy Penrod, Planning and Zoning Commission representative, stated that Commission Chair Slade was unavailable and that she had been appointed to present I was appointed to appear on behalf of the Commission regarding CUP2026-6 and our decision at the July 14, 2026, Planning and Zoning meeting. All six commissioners were present for that hearing. After hearing from the applicants, reviewing the information provided by staff, receiving substantial public comment, and discussing the application, the Commission unanimously voted to deny CUP2026-6. You have a handout in your packet that explains some of our reasoning and the applicable provisions of the Town Code and General Plan that we used in reviewing the application.

I will not read it to you tonight, but I want to explain what drove our decision. First, I want to clarify what was and was not before us. The Lunas have a much larger and, frankly, very exciting vision for the old sawmill property. The CUP was not for their entire plan. It was not for the building, the other recreational uses, or the hotel- or motel-style tiny homes or cabins. It was for 200 RV storage spaces and 200 RV park spaces. The Lunas can proceed with uses that are otherwise permitted without the CUP, including their plans for the building.

I want to note that I asked Mr. Luna at the Planning and Zoning hearing whether he would continue with the other portions of his project if we denied the CUP. At that meeting, he told me yes. I also want to say something personally about the project, because I understand its appeal. Before the hearing, I personally toured the property with Mr. and Mrs. Luna. I wanted to do my own research, understand their vision, walk the site, and do my due diligence. I loved parts of it. It is a very cool plan. I was genuinely excited about someone wanting to invest that much money, time, and energy in Eagar.

I particularly fell in love with the idea of bringing the old sawmill building back to life. I think the recreation component is really cool. I understand why people look at this proposal and get excited, but basing a decision on that would be emotional. Our job is not to decide whether a project is really cool or whether we like the applicant's vision. Our job is to determine whether the specific conditional use requested is appropriate under our code. There has been a lot of discussion about anything allowed in commercial zoning also being allowed in industrial zoning. That is not quite what our code says. The industrial code says that permitted uses in C-1 may also be permitted in I-1.

However, RV parks are addressed separately. Under Chapter 18.60, RV parks may be permitted by conditional use permit in both commercial and industrial zoning. A CUP essentially means that the Town has said, "This might be appropriate here under the right circumstances, but we need to review it individually." That is why our Town Code tells us to consider the district's purpose, the General Plan, compatibility, infrastructure, circulation, traffic, and, most importantly, health, safety, and general welfare. Industrial land is an extremely limited resource in Eagar. Our General Plan identified approximately 281 acres of industrially zoned land, which is only about four percent of the Town's land base. The General Plan also explains why this land category exists: to provide locations for employment uses necessary to support the growth of industrial and manufacturing needs.

We also have to look realistically at what happens if most of this parcel is committed to 200 RV storage spaces and 200 RV park spaces. That is a large development. Once that occurs, the likelihood of the property returning to meaningful industrial use becomes very small. When that development is combined with recreation and hospitality uses, such as revitalizing the old sawmill building, we risk fundamentally changing the character of that area from an industrial employment area to a recreation and tourism corridor. That is a major long-term land-use

decision. I do not think a CUP should allow us to make that transformation accidentally. The Commission also considered what type of economic development the General Plan asks us to encourage.

There is no question that this project could be financially successful for the applicants. I hope all their ventures are financially successful. However, private economic success and community economic development are not necessarily the same thing. An RV park can bring visitors who purchase fuel, eat at restaurants, and spend money locally. That has value, but we have to compare it with what industrial land can produce: permanent employers, year-round jobs, potentially higher wages, manufacturing and commercial activity, and a more diversified tax base. The General Plan specifically calls for employment-generating uses, diversification of Town revenue streams, and increased employment and wage levels. There is also an important distinction with longer-term RV occupancy. My understanding is that once occupancy exceeds 30 days, the applicable lodging or bed-tax treatment changes, and the Town no longer receives that revenue in the same manner.

We have to ask what this land use contributes to Eagar over the next 50 years, and whether that is consistent with the economic development goals of our General Plan. I also heard versions of, "It is their property. They bought it, and they should be able to do what they want with it." I absolutely respect private property rights. However, zoning exists because property rights do not stop at the property line. Every property owner in and around this area also made decisions based on the known land-use framework. Property owners knew this property and the surrounding property were zoned industrial and governed by the Town's adopted land-use designation. They knew which uses could occur as a matter of right and which would require additional discretionary approval.

That predictability matters. A neighboring property owner has the right to rely on our zoning and know what could potentially go there. Granting a CUP changes that known environment. That does not mean we can never approve one; that is precisely why they exist. It means we have a duty to consider the effect on all property owners. Most importantly, there are practical concerns. At the time of our review, significant questions remained regarding water, sewer, traffic patterns, ingress and egress, and secondary access. Staff identified potential water concerns, the possible need for a sewer extension, and an undetermined exit toward Main Street and School Bus Road that required further review.

The applicant's own materials indicated that water testing was still underway, and sewer capacity was still being evaluated. For a proposal involving 200 RV spaces, those are not minor details. Our code does not tell Planning and Zoning to ignore those questions and assume they will be resolved later. The purpose of the CUP process is to protect the health, safety, convenience, and general welfare of the community and adjacent properties. At our hearing, we received substantial public comment, and most residents who spoke expressed concerns about the project. Public opposition alone is not a reason to deny a CUP, and we did not treat it that way. However, listening to residents is part of the process. Their comments helped us identify, discuss, and evaluate concerns.

I take this appointment very seriously, and I know the other commissioners do as well. Town Council selects and appoints us to Planning and Zoning. You ask us to study these applications, learn the code and General Plan, listen to applicants and residents, visit sites when appropriate, ask difficult questions, and make recommendations that protect the long-term interests of Eagar and its residents. Sometimes that means saying no to a project we personally like. Council absolutely has the authority and responsibility to make its own decision tonight, and I respect that. However, I ask you to give meaningful weight to the work already

done by the Commission you appointed. Six commissioners were present, six heard the evidence, and six heard the public.

Six commissioners independently concluded that this CUP should not be approved. Council is certainly not prohibited from overturning a unanimous decision, but we believe that should require confidence that the Commission materially misapplied the code or General Plan or got the facts wrong. It should not simply reflect a different level of enthusiasm for the project. Otherwise, we risk diminishing the role of the very citizen commission the Town selected to conduct this detailed plan review. Thank you.

Kay Wilkins stated I may be the only person in this room who remembers the sawmill operating. My father-in-law worked there for many years. I have to turn my head every time I pass it. It was a productive part of this community, and it has been allowed to become nothing. You are being presented with a project that would add value and bring money to the Town, yet there is an argument that the property should be saved for industrial use.

How long has it been sitting there, available for industrial use? That does not put money in the Town's pocket or provide jobs. It creates an eyesore and a dangerous place for children to gather. It is wonderful that the Lunas are offering to develop this property, which is a problem now but could become an asset to the Town. If industrial use were so needed, the property would have been used. You have an opportunity to put the land to use and employ people. I simply do not understand. If the Town has legitimate concerns about the specifics of this portion of the plan, I understand the owner is saying he needs the entire project to make it financially viable.

Why would the Town turn that down? If there are specific issues, my guess is that he would work with the Town. I am absolutely certain these issues could be worked out. I urge you to think about the benefit to the Town of this entire development. I hate continuing to drive up that road and look at that mess. Think about what could be there.

Brandee Snyder stated her past Planning and Zoning service and participation in the general plan advisory committee. It was adopted in 2014, so it is 12 years old.

Do you think our Town has changed a little since then? The introduction on page one says it is a guide, so we need to think of it as a guide. In my opinion, it is not the Bible for how we make decisions in Eagar. I think free enterprise, and a property owner willing to make a tremendous improvement and redevelop an abandoned sawmill, may be worth considering even if the project does not quite align with the General Plan because it is not purely industrial. There are still 44 acres that could be used. The old biomass plant is still there and could be used.

The water tank and those additional 44 acres will still be available. Remember that we also have industrially zoned property near the landfill, where there is a slaughterhouse and other uses. This General Plan states that 1,200 more acres were added to the industrial zone in the west part of town. I am not exactly sure of the boundaries. In your packet, there is an email from Jordan Hall and Steve Hall, the owners of Western Renewable Energy, which had the biomass plant where the boiler burned. I do not know why that happened.

The email explains that over the past 20 or so years, numerous interested parties did not proceed for various reasons. One main reason was the lack of transportation for goods that might have been produced. It also refers to forest fires affecting the forest and restrictive laws created afterward by federal and state governments. They are essentially urging you to accept the conditional use permit because recreation and tourism businesses make sense for Eagar's future. There is also a letter in your packet about how much water industrial plants, including biomass power plants, and industrial steel plants use.

That letter is from a local well driller who may speak tonight. Industry uses water. A 200-space RV park would require one well-producing 41 gallons per minute. There are three wells on the property, and they are being tested. They are not perfect, but I recommend looking at the bigger picture and giving Lucas and Candace Luna a chance to bring something to Eagar that may never have been offered before. To me, it would be a great improvement. I do not have anything prepared beyond what I know is in the packet.

Debra Seeley stated I am against this proposal, and I will be straightforward about that. At the Planning and Zoning meeting, I believe it was mentioned that one of the wells might contain arsenic. Please correct me if I am wrong. There may be three wells that can accommodate 200 RV spaces, approximately 100 cabins, and other uses, but what you really need to consider is our aquifer. This will deplete it. I know industrial use would also deplete some water, but this proposal will deplete our aquifer.

We already need to consider a new sewer system and, eventually, a treatment plant for the facilities toward Springerville. We also had to cut back on water use this summer. This Town cannot outgrow itself, or we will all suffer. He has a great idea, and I would love to see the property cleaned up, but I would also like to see something there that provides more workers for us. Water and sewer are concerns.

Another concern is that we have several small and moderately sized RV parks around town. You need to consider them as well. They have been here for years and do their best. It would be like allowing Kmart or Walmart to come here and wipe out the smaller businesses. That is not fair, and you need to consider it. My greatest concerns are sewer and water. Nobody has discussed where the runoff from paved roads, rain, and other sources will go.

I heard that the runoff would be directed onto the adjacent property. Please correct me if that is wrong. That would not be right either. Where is the runoff infrastructure? They have a good idea, but many things remain unanswered. If I were spending that much money to buy a large piece of property, I would have ideas and an outline of what I planned to do with it. What other possibilities would this open up?

You need to think about all of that. Those are my concerns, and I am totally against this proposal. Our community can only grow so much. Thank you.

Deanna Davis stated Mayor and Council, thank you for listening to all of us. I am Deanna Davis. I own property in Eagar and a business in Springerville. The proposal sounds awesome. The rendering at the top looks like Las Vegas. As a businessperson, I review a lot of data before opening a second store or expanding my store. I find no data showing that this area can support 200 additional RV spaces, 100 cabins, and 200 storage units. Jeff also has 100 possible spaces down the street. What else could this be for? Is it to house employees you would bring in for data-center projects throughout Apache County?

You never know. I do not believe tourism will support 200-some RV spaces and 100 cabins unless you rely on projects that will be built here. We are all trying to stop the wind farms. Those workers will come here and need somewhere to live, and now there would be a place for them. "Screw all the little guys" who have been here forever, including Jeff down the street. Every picture showed a rig, an RV, and ATV. What is it like going down Water Canyon in the summer with the ATV activity in this community? The dust goes all the way to my father's place on Flattop.

If there is a fire, how will we get everyone on Flattop out, along with approximately 400 rigs and people, using one entrance and one road in and out? My understanding is that a project cannot require the Town to change its roads and infrastructure. Is that correct? A thoroughfare from School Bus Road directly to Juniper may never happen, but it needs to happen. It is

already needed. People want to go straight up Main Street and enter from there. My other house is on School Bus Road, and the traffic is horrific.

Now imagine approximately 400 rigs and their ATVs going up and down. The peaceful mountain would be gone. There has to be more to this. I do not know what it is, but it is there. Thank you for your time.

Tim Smith stated I have lived in Eagar for 22 years. I am a disabled veteran, and I live on government benefits. I live at Water Canyon Road and Ninth Street. I am retired and, as you can see, I am an old man. I sit there all summer with my windows and doors open and listen to the traffic on Water Canyon Road every day and every night. One of the Town's dump-truck drivers is fond of using a Jake brake. That is not necessary when you are only going 25 miles per hour, but I think he likes the sound because he seems to use it whenever he approaches the stop sign at School Bus Road.

Everyone knows that Water Canyon Road is the gateway to the forest. I hear ATVs, dirt bikes, traffic, and everyone going out there all day. I am not against RVs. I own one, love the woods, and ride my side-by-side there like everyone else. However, Water Canyon Road cannot support the traffic you are discussing. On a busy summer weekend, like the one coming up, you cannot find a loaf of bread or a package of hot dog buns at Safeway or Bashas'. The deli is cleaned out.

Everything is cleaned out. Imagine adding a couple of hundred RVs and 100 people in cabins, all coming here. These would not be permanent residents. People would continually come and go all day, throughout the summer. The middle of January probably would not be so bad. I do not know about the water, sewer, or infrastructure; that is above my pay grade. However, School Bus Road, Water Canyon Road, and Main Street cannot handle that traffic. I am at the end of my life. I am an old man, and I plan to remain in that house until the day I die.

I moved here for peace, quiet, and beauty. I did not move here because it was a tourist trap or a destination for everyone to come and camp. I have been here a long time, although not as long as many of you. Please do not do this.

Rick Walker stated I have lived here pretty much all my life, and I remember when 100 loads a day were going to that property. What I know about RVs is that one is probably equivalent to one bedroom. Four RVs might be equivalent to a house, so 200 divided by four is 50 homes. Are we going to run out of water because of 50 homes? I do not think the realtors or the Town want to hear that. I do not think we will run out of water with 50 homes. Besides, people will be busy stirring up dust, rather than living in their RVs the way people live in a house. RVs will not use that much water.

I do not think there is a water issue. Consider the money being invested in the community and the tax revenue it would generate. The property would no longer be a junkyard or a pile of scrap iron. I hate to see industry shift toward tourism because I have worked in industry all my life. However, none of the industrial businesses wanted to buy it, or they would have bought it. We do not have that industry anymore, and I wish we did. I think this would be a good thing for the community.

Rachelle Lester stated My husband, Jeff Lester, is a lifelong resident. We are the owners of the Main Street property that received a CUP to proceed with an RV park and business plan. As most of you know, it is in a floodplain on an undeveloped field. Although it is zoned commercial, the property needed to be raised out of the floodplain and the drainage engineered appropriately. It had never had basic water lines, electricity, fire hydrants, or similar infrastructure. At the Planning and Zoning meeting, Mr. Luna stated that his project would need to be built in phases because of the millions of dollars involved.

I do not think that should discredit our project, which has been moving forward since the first week. Some work is visible, and much is happening behind the scenes with engineers, [entity name unclear in transcript], and the Town to maintain our CUP. Approving a project that copies our entire plan, including a venue, RV spaces, storage, commercial spaces, restaurants, and cabin rentals, could be detrimental to our progress. Although I have mentioned all those parts of the Luna project, our family supports business and growth in Eagar. We do not oppose the entire project. As I said at the last meeting, the business plan for the sawmill itself is promising. We are even open to competition involving cabin rentals, business space, a venue, or a convention center.

We are here only to oppose approval of another RV park CUP. There are currently 12 to 19 RV parks in the Round Valley area, including smaller parks whose owners rely on that income and spoke against another park at the Planning and Zoning meeting. After speaking with larger RV park owners in preparation for that meeting, we found that seasonal RV renters account for approximately 30 to 35 percent of their business, on average. These spaces are not currently filled to capacity. We were approved for 100 spaces, but our plan is to start with 60 and then reevaluate based on what is happening in town.

Asking for 200 RV spaces remains excessive. Show Low recently approved an RV park with 150 spaces on a 20-acre lot. A city with 40,000 residents, including seasonal vacation-home residents, approved a maximum of 152 spaces. Why would a town our size, with [population range unclear in transcript], approve 200 spaces, making it the largest hookup location on the mountain? That would disregard long-term residents who operate RV businesses here. You would be approving the equivalent of a Walmart for RV parks, potentially shutting down small businesses whose owners make their living here. We do not have the residents, seasonal residents, or population to sustain a park of this size while protecting the CUPs already approved by Council or Planning and Zoning.

Mr. Luna has gone back and forth about whether he will proceed with the other parts of the project. I heard that statement change again tonight from what was said at the last Planning and Zoning meeting. I feel he is saying this to influence the decision. That is my opinion based on hearing the statement change. I will end by making it clear that we support growth and business in Eagar. We want local businesses to succeed. Planning and Zoning heard the full project, heard from board members and several community members, and unanimously voted against the CUP portion. I sincerely hope that this new Council, including those who have only been seated for a few moments tonight, will consider that unanimous decision and deny the CUP at this time. Thank you.

Trish Esparza I am a Springerville resident. First, congratulations to our new Councilmembers. I know you are eager to bring economic growth to Eagar, and the Town supports that. However, tonight's vote is not about whether we want development. It is about following the process the Town has already established. The Planning and Zoning Commission did its job. It followed the code, held a public hearing, and found that the application was incomplete and did not meet the public's or the Town's standards. Your job tonight is not to overrule the Commission because of a promise about what might happen, but to uphold the process already established.

We have heard a lot about a \$20 million investment. That is wonderful, but a promise is not enforceable. A conditional use permit is. Once granted, it is legally binding. What are you binding the Town to? The application is for an RV park, but the site shows 100 cabins that the applicant claimed did not require a CUP. The Town Attorney said they did. That remains unresolved. We cannot approve a CUP for a plan that is legally questionable and mathematically impossible. The space requested for 200 RV spaces is four times larger than

the space allotted for 100 cabins. I also want to address the sense of urgency surrounding this appeal.

We are here with three new Councilmembers and the promise of a \$20 million investment, which sounds amazing. You are being asked to make a major decision about a major project on a major piece of industrial land in a very short time. The position has now changed to, "If you do not approve it, we will not build it." I believe that urgency is intentional and is a tactic to prevent you from doing your due diligence. The applicant's plans are incomplete. The Town Attorney has identified major unresolved water and sewer issues. The mathematics of the site plan do not work. That brings me to the most fundamental problem: the application is incomplete. Planning and Zoning denied it for a reason. Sending it back will not fix that.

The applicant has had every opportunity to provide a complete, engineered, viable plan and has failed to do so. They brought you a flawed concept rather than a finished application. The Town's job is not to do their homework. Approving or demanding an incomplete application rewards lazy and inadequate planning. You are here to approve proposed plans, not potential plans. This brings me to one of my final points. This is no longer just about zoning codes or site plans; it is about integrity. The applicant's words and actions have demonstrated a pattern of misleading the Town and its officials. First, they said they needed CUP approval to purchase the land.

When questioned at the last meeting, they changed their story and said they were buying it regardless. Tonight, they said they would not start anything else unless this is approved. The plans do not align with the actual square footage. Concerns were answered with promises that they would make it work and that it would not be the Town's problem. That also seemed to be the case in their communications with the Town. They repeatedly said they could build essentially what they wanted as a matter of right. After the decision at the last meeting, the applicant was so upset that there was an argument in the parking lot. That is not how a good-faith developer behaves.

I believe that is the behavior of someone who feels entitled to approval or may resort to intimidation when they do not get their way. I believe that happened at the start of this meeting when they said they would not invest \$20 million without approval. They also implied they could sell or lease the property to another business if that would make them more money, which it probably would. If you grant the CUP, you give up a substantial part of your ability as Council to approve or deny what they build. This is industrial land, not commercial land. Almost their entire plan is commercial, and there is a great deal of commercial land available in the area.

At the Planning and Zoning meeting, he said he had made cash offers on many properties and had been turned down. That is confusing. Why would people be selling land rejecting those offers, and why was industrial property purchased for this project? Most of the property is requested for the CUP, which would mean most of it would not return to you for approval. They and their attorney have stated that they do not believe they need to ask you, as a matter of right. I believe that if you approve this, or even send it back to Planning and Zoning, they will think they can do whatever they want. Thank you.

Betty Lester, I have had ties to Round Valley for more than 50 years. I am not speaking because I am Jeff Lester's mother. I am speaking because I live a country block off Water Canyon Road. When I moved there, I thought I would be living in the country because I am an old farm girl. Gradually, subdivisions have been built around me. Deanna Davis is one of my neighbors. She talks about dust; I am worried about mud. Many places in this town are unpaved. If you live in one of those outlying areas, it is difficult to reach your property right now.

At the previous meeting, I did not hear anything about paved streets in this proposed development. A little Las Vegas would be in my backyard, and I strongly oppose that. We do not need to live on the Las Vegas Strip. We moved here because we liked the country lifestyle. If we allow 200 trailers, particularly those that travel and are not permanent, or perhaps would become permanent, I am extremely concerned about the water situation. I do not understand all the details of the proposal, but Arizona is in a terrible drought, as most of you will agree. Wells in this area are going dry.

My well went dry, and I had to connect to Town water. The well driller who told me that my well was going dry said many of his clients had the same problem. Now we are talking about three more wells supplying 200 people. It sounds as though the water table would have to be much deeper than it is now, and I am not sure it is. I am not opposed to growth or progress. I have always thought Eagar and Springerville should consolidate, but that is another discussion. I strongly oppose this proposal because of the water situation and because I feel we are allowing a little Las Vegas into our community.

I do not think that is what the neighbors in that area want. I am one of those neighbors, and I strongly oppose this.

Monica Boehning. I support tourism growth in Round Valley when it is done correctly. Property owners have the right to use their land as they see fit until that use interferes with the surrounding community. At that point, local government must step in. Planning and Zoning exists to ensure land development is handled wisely for the balanced benefit of everyone involved. RV parks are best suited to commercially zoned land with easy visitor access along major highways. Well-designed RV parks also have laundry and shower facilities, adequate disposal areas for trash and sewage, sometimes a small green space with trees, and smooth traffic circulation within and outside the park for safe evacuation. This project shows none of those features, almost as though it were designed to fail.

It looks like another so-called RV park that could become a place for people to live year-round in camp trailers, like the rundown park between Fifth and Sixth Streets, just east of Butler. Mr. Luna's proposal shows a lack of knowledge about properly designed RV parks. However, he has publicly said, and repeated tonight, that he has experience building data centers. What happens if his poorly designed RV park does not attract enough seasonal tourists? Will Town officials allow it to become a full-time RV residential lot, possibly another rundown one? Or could he decide to convert this large industrial property into a data center?

His proposal states, and I quote from his letter to Planning and Zoning: "Portions of the proposed redevelopment of the acreage may include uses that are currently permitted under the Town of Eagar zoning regulations. Certain uses permitted within the C-1 zoning framework may continue within the property's I-1 zoning designation without the need for additional CUP approval." People I know who have experienced data centers moving nearby say they begin as seemingly harmless applications for a large warehouse or storage facility. The rendering of the sawmill renovation, particularly the one at the upper left of the screen, looks like a huge warehouse to me.

If you are worried about water, consider how much water data centers would require. Industrially zoned land with the existing infrastructure at this site is extremely rare in southern Apache County. Industrial zoning and the industry built on it are intended to serve the greater needs of the community's local economy. A biomass plant would provide many more direct and indirect jobs. It is obvious that we need a new, modern biomass plant. Its time has come. It may not have been needed a few years ago, but new opportunities are emerging. The entire population of southern Apache County who oppose wind-energy projects would certainly support a well-designed biomass plant instead because it makes the most sense here.

I agree with the letter encouraging you to consider whether patience could ultimately produce a much greater return. Mr. Luna, I encourage you and your investors to pursue a biomass plant on this industrial property instead. This is simply the wrong location for either an RV park or a data center. I have carefully studied Planning and Zoning's reasoning for denial, and I completely agree with its decision. Council, I encourage you to make the right decision and deny this appeal. Thank you.

11. RECONVENE INTO REGULAR SESSION

Councilman Dale Thompson made a motion to reconvene into regular session at 7:43 p.m. Councilman Bryce Burnham seconded. The motion carried unanimously, 7-0.

Vote: Ayes: Guy Phelps
Bryce Burnham
William Greenwood
Titan Merrill
Dale Thompson
Robert Ray
Reggie Petersen

12. NEW BUSINESS

A. APPOINTING A VICE-MAYOR

DISCUSSION AND POSSIBLE ACTION TO APPOINT A VICE-MAYOR FOR THE TOWN OF EAGAR

Councilman William Greenwood made a motion to nominate Bryce Burnham as Vice-Mayor. Councilman Dale Thompson seconded. The motion carried unanimously, 7-0.

Vote: Ayes: Guy Phelps
Bryce Burnham
William Greenwood
Titan Merrill
Dale Thompson
Robert Ray
Reggie Petersen

B. DECISION ON APPEAL – LUNA PROPERTY

DISCUSSION AND POSSIBLE ACTION FROM ITEM 10A

Attorney Brett Rigg stated from the statute regarding where we are on this. Under Section 18.84.070, the Town Code says that, 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 permit, provided that the applicant supplies evidence substantiating that all requirements of this title relative to the proposed use are satisfied. The applicant must also demonstrate that the proposed use satisfies the following criteria. There are seven different criteria the proposed use would have to satisfy.

The ones we have talked about today include whether the proposed use will cause damage or nuisance arising from noise, smoke, odor, dust, vibration, or illumination; hazards to persons and property from possible explosion, contamination, fire, or flood; or hazards caused by an unusual volume or character of traffic. The characteristics of the site must be suitable for the proposed use, considering size, shape, location, topography, existing improvements, and natural features. Those are some of the criteria that should be considered. Finally, the proposed use must satisfy the goals, objectives, and policies of the General Plan that apply to the proposed use and carry out the intent of this title.

Those are three of the seven criteria that I think are applicable today. Now is the time for you to discuss where everyone stands as a Council and make a motion. We discussed the urgency of this, and that is also one of the conditions: the proposed development must be timely, considering the adequacy of transportation systems, public facilities, and services existing or planned for the area affected by the use. After you make your decision today, it becomes final. Work has to be started within six months. There is also a reapplication period. An applicant can reapply for a conditional use permit one year from the date of denial.

Councilman Dale Thompson stated from everything I have seen so far, I do not think the numbers add up. I built the Fujitsu plant that was a \$1.2 billion project, and they never used it. Maybe I am wrong, but from what I am hearing from you right now, this is going to cause dust and other things on that list that it is not supposed to cause. Will this be something we deal with every year?

Town Attorney Brett Rigg stated If you confirm what was done by Planning and Zoning and deny the CUP, the Town Code allows someone to reapply for substantially the same CUP a year after the denial.

Councilman William Greenwood stated I want to show my appreciation for Planning and Zoning. It was good to get that documentation. We did not get it at the last Council meeting, so we did not understand the reason for the denial. I agree with the core principles of that denial. There are items in this that I think we have to be careful with. I do not think the zoning code allows us to say that it might hurt somebody else's business. There are valid points brought up here that are not addressed in the zoning ordinance, so we need to be careful about what we weigh as facts.

There is a fine line involving government. We want government to protect us, but at the same time, government takes rights away. How do we protect someone's right to do what they want with their business while protecting someone adjacent to them or in the town? Socialism is in the news a lot lately. When government overreaches its authority, that is where I think we start seeing socialism. Just because we want something does not make it fit within the code or necessarily make it right. I think there are legitimate concerns about water, sewer, and transportation. I was also a little concerned about a retention pond by others. There are unresolved issues that need to be addressed, in my mind.

When we talk about dust, if a biomass plant went in there tomorrow and wanted to run 50 trucks a day, there would be noise and dust, and there is nothing anybody could say about that. When I weigh that, a travel trailer going in, parking, and staying for three weeks is going to make less dust than the truck going in there now. Mrs. Wilkins said she was the only one here who remembered it. I grew up on the corner of Central and Main and heard Jake brakes at four o'clock in the morning from trucks turning the corners. It was probably Brannon's dad heading out to get a load of lumber or logs over in Luna. I have been here when all of this happened.

I think we can require very specific conditions in this conditional use permit if we want to go that route. I think there is an opportunity. I understand the problems with the wells up there. This may be an opportunity for the Lunas to help invest in an additional well somewhere that does not have those problems. We could require extensions of sewer systems. There are things we can require as part of this conditional use if we want the project to proceed, and we can be more specific and detailed. That is my dilemma.

Councilman Dale Thompson stated I am going to bring up one thing I saw when I read all of this: The law is not emotional, and it does not care who owns what. It states what we have decided as a people. When people decide they do not want something, they put it into law and establish things like permits. In this particular case, the permit I looked at asks us to change something that is already the law. To do that, we would have to go against the Commission and the Town's desires from years past. We would have to change what might happen rather than what does happen.

From the language I read, there is no definite direction for this project. There is not even a plan. I have been a builder all my life. I started when I was six. I am a design and structural engineer, and I do not go out the door without a plan. When I saw this, I thought it was nice, but it does not show where every item would actually be laid out on the property. I cannot build a house like that. The Commission does not want a house like that, either. I do not know why we would consider a project without a plan. That is where I stand. It is the law, not me.

Mayor Guy Phelps stated we have heard information today about growth, industry, and business, but I think we have to focus. This is about 200 RV spaces and 200 RV storage spaces. Were the criteria met in this conditional use permit? Are there things lacking in that permit? I personally believe we need more information in the permit process. There are things that need to be addressed in that conditional use permit.

Community Development Director Britney Reynolds stated There are legitimate health and safety concerns. The code states that, if there are legitimate health and safety concerns, you are allowed to deny a CUP outright. We do not need anything else. There are potential water issues. The tests are still not back. They may be able to supply that water, but there may be issues down the road if we continue on this path. We have had restrictions every year since I have lived here. The Town restricts first. I do not think it is fair to make our residents restrict more to allow a business to offer water to people who do not live here.

Do we have the police capacity to police that? Do our fire and medical crews have the capacity to work on those things and serve our community? Those are three big things I think you need to consider. They are part of the reason the Commission denied this. Changing the plan and having them go through that could potentially waste the Lunas' time and money, and I would feel bad for them. If those issues are not addressed, I can see the Commission denying it again because those basic health and safety requirements are not met.

Town Attorney Brett Rigg stated the conditional use appeal presents seven different criteria you can evaluate when deciding whether to approve it, deny it, or impose additional conditions. I also encourage you to return to the chapter designed specifically for recreational vehicle parks. There are many criteria in that chapter that apply to any park. For the new members, this type of appeal does not happen very often. When it has happened, the Council has made sure those requirements are in the plan, including a solid fence or wall with a minimum height of five feet and a maximum height of six feet. There are minimum dimensions, parking requirements, setbacks, and interior roadways. Those requirements must also be in the plan.

Brandee Snyder stated I helped create the original CUP application. Every aspect of the RV park zoning under Section 18.60 was addressed by the applicant, including how he would exceed its requirements. The only two things he requested were that he did not really want to pave all the roads and possibly use some kind of screening on the fencing already around the entire 124 acres. I disagree with that because you have both packets: the original Planning and Zoning packet and the appeal packet. Please review them. I want you to know that every item in the RV park zoning was addressed.

Kristy Penrod stated in the original application, it was not in the application itself, but there was an attachment that you may have. It was a layout of how they intended to address those things. I do not believe it met the requirements. It was somewhat open to interpretation. There are items such as water quality, which comes from Section 18.60. It said that water-quality testing was underway and that the applicant was coordinating with the Town regarding available sewer capacity. It did not seem that all the requirements were met. They had a potential idea of how they might meet them, but they were not met at the time of the application.

Mayor Guy Phelps stated My idea is to send this back to Planning and Zoning with a complete plan concerning water supply, sewer, and the road situation described earlier. Is that an option?

Attorney Brett Rigg stated It is not an option specifically contemplated in the code. If that is what the Council needs to make its decision, I think it is appropriate. The code says that, after a public hearing, you are to approve, approve with conditions, or deny the application.

Mayor Guy Phelps made a motion to uphold the Planning and Zoning Commission's denial. Councilman Dale Thompson seconded. The motion carried, 5–2. The appeal was denied.

Vote: Ayes: Guy Phelps
Bryce Burnham
Dale Thompson
Robert Ray
Reggie Petersen

Nays: William Greenwood
Titan Merrill

C. SECOND READING OF WILDLIFE FENCE ORDINANCE

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

Community Development Director Britney Reynolds presented the second reading of Ordinance 2026-02. She explained that several recent conditional use requests for wildlife fencing had prompted the proposed code amendment. The provision would allow see-through wildlife fencing up to eight feet high without a conditional use permit, subject to restrictions involving rights-of-way, recorded easements, visibility at intersections, maintenance to prevent wildlife entanglement, and applicable setbacks. Council questions addressed how the provision would apply to solid concrete fencing, which would remain subject to the other fence requirements.

Councilman William Greenwood made a motion to approve Ordinance 2026-02 Wildlife Fence on second reading. Vice-Mayor Bryce Burnham seconded. The motion carried unanimously, 7-0.

Vote: Ayes: Guy Phelps
Bryce Burnham
William Greenwood
Titan Merrill
Dale Thompson
Robert Ray
Reggie Petersen

D. PURCHASE AND SALE AGREEMENT

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

Manager Brannon Eagar explained the proposed agreement between the Town and The Church of Jesus Christ of Latter-day Saints concerning approximately 0.37 acres of the former swimming pool property at First Avenue and Eagar Street. The Church had originally gifted the property to the Town. The proposed transaction used the Church's previously provided labor and materials for the Cowpuncher Pond restrooms as consideration for the land sale. The agreement had been reviewed by the Town Attorney.

The Town would retain ownership of the recently drilled well and the fenced area surrounding it, along with access to the well. Manager Eagar explained that the agreement also provided for the Town to supply water only to the ball-field sprinkler system if the Church's existing nearby well went dry as a result of the Town's well drilling. Discussion included the Church's anticipated landscaping and parking use of the transferred property.

Mayor Guy Phelps made a motion to approve the purchase and sale agreement between the Town of Eagar and The Church of Jesus Christ of Latter-day Saints regarding the old swimming pool property. Councilman Titan Merrill seconded. The motion carried unanimously, 7-0.

Vote: Ayes: Guy Phelps
Bryce Burnham
William Greenwood
Titan Merrill
Dale Thompson
Robert Ray
Reggie Petersen

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

Manager Brannon Eagar presented two Department of Homeland Security grant agreements. The cybersecurity grant would fund an upgraded Town server to improve records security and storage capacity. The access control grant would provide a new key and card-entry system for Town facilities. In response to a question about matching funds, he stated that no match was required and that the items were included in the budget. He recommended approval of both agreements.

Councilman Dale Thompson made a motion to approve the cybersecurity and access control grant agreements. Councilman William Greenwood seconded. The motion carried unanimously, 7-0.

Vote: Ayes: Guy Phelps
Bryce Burnham
William Greenwood
Titan Merrill
Dale Thompson
Robert Ray
Reggie Petersen

13. SIGNING OF DOCUMENTS

14. ADJOURNMENT

Vice-Mayor Bryce Burnham made a motion to adjourn at 8:26 p.m. Councilman Titan Merrill seconded. The motion carried unanimously, 7-0.

Vote: Ayes: Guy Phelps
Bryce Burnham
William Greenwood
Titan Merrill
Dale Thompson
Robert Ray
Reggie Petersen

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 and Public Hearing of the Town of Eagar, Arizona, held on September 1, 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 - 08/01/2026 to 08/31/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
Returned/NSF Payment		08/28/2026	\$57.84			Returned/NSF Pay
26 BAR CONSULTING LLC	52596	08/04/2026	\$1,500.00			Purchasing
AMAZON CAPITAL SERVICES	52597	08/04/2026	\$2,824.82			Purchasing
APACHE COUNTY ELECTIONS	52598	08/04/2026	\$6,582.00			Purchasing
BAUMAN HOME AND AUTO INC	52599	08/04/2026	\$481.03			Purchasing
BLUE HILLS ENVIRONMENTAL ASSOC	52600	08/04/2026	\$1,000.70			Purchasing
DAVIS ACE HARDWARE	52601	08/04/2026	\$220.53			Purchasing
EMPIRE SOUTHWEST LLC	52602	08/04/2026	\$260.34			Purchasing
FIRE TRUCK SOLUTIONS, LLC	52603	08/04/2026	\$5,693.38			Purchasing
KNS TECH SERVICES LLC	52604	08/04/2026	\$4,678.55			Purchasing
NAPA AUTO PARTS	52605	08/04/2026	\$117.05			Purchasing
O'REILLY AUTO PARTS	52606	08/04/2026	\$559.16			Purchasing
STAPLES	52607	08/04/2026	\$381.56			Purchasing
THOMAS, JAMES	52608	08/04/2026	\$33.88			Purchasing
TITAN BRANDS	52609	08/04/2026	\$808.24			Purchasing
WOODLAND BUILDING CENTER HOL	52610	08/04/2026	\$3,817.20			Purchasing
Support Payment Clearing House	52612	08/06/2026	\$523.47			Payroll
Legal Shield	52613	08/04/2026	\$54.05			Payroll
Aflac	52614	08/04/2026	\$359.13			Payroll
American Heritage Life Insurance	52615	08/04/2026	\$121.10			Payroll
ALL COPY PRODUCTS, INC	52616	08/12/2026	\$544.68			Purchasing
APACHE COUNTY TREASURER	52617	08/12/2026	\$10.98			Purchasing
AZ DEPT OF CORRECTIONS	52618	08/12/2026	\$381.23			Purchasing
AZ DEPT OF CORRECTIONS	52619	08/12/2026	\$120.00			Purchasing
AZ SECRETARY OF STATE	52620	08/12/2026	\$43.00			Purchasing
AZ STATE TREASURER	52621	08/12/2026	\$2,590.03			Purchasing
BLUE HILLS ENVIRONMENTAL ASSOC	52622	08/12/2026	\$3.00			Purchasing
BROWN & BROWN LAW OFFICES,P.C.	52623	08/12/2026	\$14,559.63			Purchasing
DELTA TIRE, LLC	52624	08/12/2026	\$2,516.16			Purchasing
FORTILINE WATERWORKS	52625	08/12/2026	\$1,496.96			Purchasing
JARMCO LLC	52626	08/12/2026	\$1,019.24			Purchasing
LAMM, DAVID	52627	08/12/2026	\$412.54			Purchasing
MOUNTAIN METAL	52628	08/12/2026	\$5,500.00			Purchasing
NATIONAL BANK OF ARIZONA	52629	08/12/2026	\$10,752.12			Purchasing
OC MOUNTS, LLC	52630	08/12/2026	\$1,276.95			Purchasing
PAINTED SKY ENGINEERING & SURV	52631	08/12/2026	\$7,442.00			Purchasing
QUILL CORPORATION	52632	08/12/2026	\$158.80			Purchasing
SERVICEMASTER COMPLETE RESTO	52633	08/12/2026	\$5,381.77			Purchasing
SUNRISE ENGINEERING INC	52634	08/12/2026	\$5,150.00			Purchasing
SWANK MOTION PICTURES INC	52635	08/12/2026	\$625.00			Purchasing
THE RIGG LAW FIRM PLLC	52636	08/12/2026	\$3,060.00			Purchasing
TOWN OF SPRINGERVILLE	52637	08/12/2026	\$997.66			Purchasing
TOWN OF SPRINGERVILLE	52638	08/12/2026	\$219,973.61			Purchasing
USA BLUEBOOK	52639	08/12/2026	\$230.56			Purchasing
WHITE MOUNTAIN PUBLISHING-IND.	52640	08/12/2026	\$427.44			Purchasing
WHITING, WES	52641	08/12/2026	\$300.00			Purchasing
ADVANCED AIR SYSTEMS LLC	52642	08/19/2026	\$80.00			Purchasing
ALDRIDGE CONSULTING LLC	52643	08/19/2026	\$5,850.00			Purchasing
AT&T MOBILITY - FIRSTNET	52644	08/19/2026	\$353.80			Purchasing
AZ DEPT OF CORRECTIONS	52645	08/19/2026	\$90.00			Purchasing
BEGAY, SARAH MAE	52646	08/19/2026	\$180.00			Purchasing
BETTER WORLD BARBEQUE CHARITI	52647	08/19/2026	\$1,000.00			Purchasing
BOUND TREE MEDICAL LLC	52648	08/19/2026	\$166.30			Purchasing
COMMNET WIRELESS, LLC	52649	08/19/2026	\$468,291.57			Purchasing
COWBOY UP HAY & RANCH SUPPLY	52650	08/19/2026	\$288.97			Purchasing
DELTA TIRE, LLC	52651	08/19/2026	\$123.21			Purchasing
EMPIRE SOUTHWEST LLC	52652	08/19/2026	\$2,163.00			Purchasing
EPS GROUP INC	52653	08/19/2026	\$7,600.00			Purchasing
ERHART, EDWARD G	52654	08/19/2026	\$254.00			Purchasing
LAWSON PRODUCTS, INC.	52655	08/19/2026	\$129.94			Purchasing
LOZOYA, MITZY	52656	08/19/2026	\$89.82			Purchasing
MISSION LINEN SUPPLY	52657	08/19/2026	\$401.27			Purchasing
MOHAVE ENVIRONMENTAL LAB	52658	08/19/2026	\$490.00			Purchasing
NAVOPACHE ELEC COOP, INC	52659	08/19/2026	\$18,784.72			Purchasing
SOLAR SECURED SOLUTIONS LLC	52660	08/19/2026	\$59.85			Purchasing
STANDARD ELECTRIC WHOLESALE	52661	08/19/2026	\$8,001.76			Purchasing
STAPLES	52662	08/19/2026	\$288.45			Purchasing
TOWN OF SPRINGERVILLE	52663	08/19/2026	\$1,579.06			Purchasing
BCI CONSTRUCTION - Ballymalis Cust	52664	08/19/2026	\$4,640.44			Purchasing
Support Payment Clearing House	52669	08/20/2026	\$523.47			Payroll
Madison National Life Ins Co Inc	52670	08/24/2026	\$97.20			Payroll
DAVIS ACE HARDWARE	52671	08/26/2026	\$765.74			Purchasing
Aetna Life Insurance Company	52672	08/26/2026	\$338.90			Payroll

TOWN OF EAGAR
Disbursement Listing
Checking - 0680000425 - 08/01/2026 to 08/31/2026

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AMRRP - INSURANCE POOL	52673	08/27/2026	\$1,347.00			Purchasing
ARIZONA SUPREME COURT	52674	08/27/2026	\$1,984.45			Purchasing
DAVIS, RICHARD E	52675	08/27/2026	\$27,847.00			Purchasing
DELTA TIRE, LLC	52676	08/27/2026	\$118.82			Purchasing
FIRE TRUCK SOLUTIONS, LLC	52677	08/27/2026	\$6,081.41			Purchasing
FORTILINE WATERWORKS	52678	08/27/2026	\$323.76			Purchasing
FRONTIER	52679	08/27/2026	\$899.69			Purchasing
HIGH COUNTRY AWARDS	52680	08/27/2026	\$131.55			Purchasing
MOHAVE ENVIRONMENTAL LAB	52681	08/27/2026	\$70.00			Purchasing
OMEGA INDUSTRIAL SUPPLY INC	52682	08/27/2026	\$3,014.26			Purchasing
RHINEHART OIL CO.	52683	08/27/2026	\$5,219.69			Purchasing
SLADE, RONDA	52684	08/27/2026	\$129.35			Purchasing
STAPLES	52685	08/27/2026	\$71.69			Purchasing
VERIZON WIRELESS	52686	08/27/2026	\$329.46			Purchasing
NATIONWIDE 457	EFT080626-457	08/06/2026	\$5,941.00			Payroll
NATIONWIDE 457 PSPRS	EFT080626-457	08/06/2026	\$1,387.35			Payroll
ARIZONA STATE RETIREMENT SYSTE	EFT080626-AS	08/06/2026	\$14,097.48			Payroll
HSA Bank	EFT080626-HS	08/06/2026	\$1,533.35			Payroll
PUBLIC SAFETY PERSONNEL RETIRE	EFT080626-PS	08/06/2026	\$2,164.93			Payroll
Internal Revenue Service	EFT081026-941	08/10/2026	\$16,142.20			Payroll
Arizona Dept of Revenue	EFT081026-AZ	08/10/2026	\$1,673.82			Payroll
NATIONWIDE 457	EFT082026-457	08/20/2026	\$7,979.38			Payroll
NATIONWIDE 457 PSPRS	EFT082026-457	08/20/2026	\$1,228.90			Payroll
Internal Revenue Service	EFT082026-941	08/20/2026	\$21,355.03			Payroll
ARIZONA STATE RETIREMENT SYSTE	EFT082026-AS	08/20/2026	\$16,204.34			Payroll
Arizona Dept of Revenue	EFT082026-AZ	08/20/2026	\$2,185.33			Payroll
PUBLIC SAFETY PERSONNEL RETIRE	EFT082426-PS	08/24/2026	\$2,991.99			Payroll
FUELMAN	EFT-3532	08/03/2026	\$1,363.81			Purchasing
Chase Paymentech	EFT-3533	08/03/2026	\$1,120.29			Purchasing
Chase Paymentech	EFT-3534	08/03/2026	\$42.79			Purchasing
Xpress Bill Pay	EFT-3535	08/05/2026	\$1,154.23			Purchasing
NATIONAL BANK OF AZ -Bank Fees	EFT-3536	08/15/2026		08/15/2026	\$322.79	Purchasing
NATIONAL BANK OF AZ -Bank Fees	EFT-3536	08/17/2026	\$441.26			Purchasing
LANDBOSS EQUIPMENT / KAMIL HUS	EFT-3537	08/13/2026	\$15,752.12			Purchasing
ARIZONA DEPT OF REVENUE - TPT-2	EFT-3538	08/18/2026	\$14,032.18			Purchasing
DAVIS ACE HARDWARE	V52521	08/26/2026	(\$765.74)			Purchasing
			\$1,013,273.03		\$322.79	

TOWN OF EAGAR
Payment Approval

Vendor	Invoice No.	PO Number	Activity No.	Description	Date	Amount
10.17800 - SUSPENSE						
DAVIS ACE HARDWARE	08262026			Reissue Check 52521	08/26/2026	765.74
DAVIS ACE HARDWARE	Void Check 5252			Void Check 52521	08/26/2026	-765.74
						\$0.00
10.20141 - CHILD SUPPORT/GARNISHMENTS						
Support Payment Clearing Hous	PR080126-4277			Child Supp	08/06/2026	523.47
Support Payment Clearing Hous	PR081526-4277			Child Supp	08/20/2026	523.47
						\$1,046.94
10.20150 - SEC125 UNREIMB MED&DPNDT CARE						
HSA Bank	PR080626-HSA			HSA	08/06/2026	1,533.35
10.20175 - Arizona STATE RETIREMENT						
ARIZONA STATE RETIREMEN	PR080126-265			ASRS	08/06/2026	13,657.04
ARIZONA STATE RETIREMEN	PR080126-265			ASRS - OT	08/06/2026	310.98
ARIZONA STATE RETIREMEN	PR080126-265			ASRS - LTD	08/06/2026	129.46
ARIZONA STATE RETIREMEN	PR081526-265			ASRS	08/20/2026	15,793.82
ARIZONA STATE RETIREMEN	PR081526-265			ASRS - LTD	08/20/2026	148.82
ARIZONA STATE RETIREMEN	PR081526-265			ASRS - OT	08/20/2026	261.70
						\$30,301.82
10.22100 - FICA PAYABLE						
Internal Revenue Service	PR080126-4279			Social Security Tax	08/04/2026	21.24
Internal Revenue Service	PR080126-4279			Medicare Tax	08/04/2026	4.96
Internal Revenue Service	PR080126-4279			Social Security Tax	08/06/2026	9,809.92
Internal Revenue Service	PR080126-4279			Medicare Tax	08/06/2026	2,294.24
Internal Revenue Service	PR081526-4279			Social Security Tax	08/19/2026	198.28
Internal Revenue Service	PR081526-4279			Medicare Tax	08/19/2026	46.36
Internal Revenue Service	PR081526-4279			Social Security Tax	08/20/2026	12,045.60
Internal Revenue Service	PR081526-4279			Medicare Tax	08/20/2026	2,817.12
						\$27,237.72
10.22110 - FEDERAL WITHHOLDING PAYABLE						
Internal Revenue Service	PR080126-4279			Federal Income Tax	08/06/2026	4,011.84
Internal Revenue Service	PR081526-4279			Federal Income Tax	08/19/2026	51.15
Internal Revenue Service	PR081526-4279			Federal Income Tax	08/20/2026	6,196.52
						\$10,259.51
10.22120 - STATE WITHHOLDING PAYABLE						
Arizona Dept of Revenue	PR080126-4280			State Income Tax	08/04/2026	4.28
Arizona Dept of Revenue	PR080126-4280			State Income Tax	08/06/2026	1,669.54
Arizona Dept of Revenue	PR081526-4280			State Income Tax	08/19/2026	47.36
Arizona Dept of Revenue	PR081526-4280			State Income Tax	08/20/2026	2,137.97
						\$3,859.15
10.22200 - 457 PAYABLE						
NATIONWIDE 457	PR080126-4278			Retirement 457	08/06/2026	5,941.00
NATIONWIDE 457	PR081526-4278			Retirement 457	08/20/2026	7,979.38
NATIONWIDE 457 PSPRS	PR080126-8390			457 PSPRS	08/06/2026	1,387.35
NATIONWIDE 457 PSPRS	PR081526-8390			457 PSPRS	08/20/2026	1,228.90
						\$16,536.63
10.22210 - PUBLIC SAFETY RET. PAYABLE						
PUBLIC SAFETY PERSONNEL	PR080126-7808			Public Safety Retirement T3 DB	08/06/2026	2,164.94
PUBLIC SAFETY PERSONNEL	PR080626-PSPR			Public Safety Retirement T3 DB	08/06/2026	-0.01
PUBLIC SAFETY PERSONNEL	PR081526-7808			Public Safety Retirement T3 DB	08/20/2026	2,992.00
PUBLIC SAFETY PERSONNEL	PR082426-PSPR			Public Safety Retirement T3 DB	08/24/2026	-0.01
						\$5,156.92
10.22315 - VOLUNTARY LIFE INS PYBLE						
American Heritage Life Insuranc	PR080426-ALLS			Life Ins	08/04/2026	121.10
10.22330 - AFLAC INS PAYABLE (PRE & POST)						
Aetna Life Insurance Company	PR082626-AETN			GROUP NO: 802889	08/26/2026	338.90
Aflac	PR080426-AFLA			Aflac	08/04/2026	359.13
Madison National Life Ins Co Inc	PR082426-STD			ACCT NO:104001700000000	08/24/2026	97.20
						\$795.23
10.22400 - LEGALSHIELD						
Legal Shield	PR080426-LS			Legal Shield	08/04/2026	54.05
10.23200 - STATE UNEMPLOYMENT PAYABLE						
AZ DES - UNEMPLOYMENT T	PR080126-6648			State Unemployment	08/06/2026	5.40
AZ DES - UNEMPLOYMENT T	PR081526-6648			State Unemployment	08/20/2026	2.94
						\$8.34
10.25100 - SURCHARGE TO STATE PAYABLE						
AZ STATE TREASURER	JUL26			COURT DOCKET MONEY PAYMENT	08/11/2026	2,590.03
10.25110 - SURCHARGE TO COUNTY PAYABLE						
APACHE COUNTY TREASURE	2026-07			ASSESSMENT FEE/OFFICER SAFETY	08/11/2026	10.98
10.37-100 - MAGISTRATE CLERK SERVICES						
TOWN OF SPRINGVILLE	AUG26			MAGISTRATE - REIMBURSE OVERPAY	08/03/2026	1,579.06
10.40-310 - OFFICE SUPPLIES						
HIGH COUNTRY AWARDS	41536			COUNCIL - NAME PLATES/PLAQUES	08/25/2026	89.40

**TOWN OF EAGAR
Payment Approval**

Vendor	Invoice No.	PO Number	Activity No.	Description	Date	Amount
STAPLES	6072244022			DOCUMENT FRAMES/PARCHMENT C	08/24/2026	71.69
						\$161.09
10.40-399 - OTHER						
NATIONAL BANK OF ARIZONA	AUG26/3134	51068		3134/SPRINGERVILLE FLOWER SHOP	08/04/2026	100.00
10.40-585 - TRAINING & TRAVEL						
NATIONAL BANK OF ARIZONA	AUG26//1054	51090		1054/THE CAMBY HOTEL- LEAGUE C	08/04/2026	395.74
NATIONAL BANK OF ARIZONA	AUG26/1054	51099		1054/AZ LEAGUE CONFERENCE - MA	08/04/2026	400.00
						\$795.74
10.41-399 - OTHER						
WOODLAND BUILDING CENT	86746			MATERIALS-BLESSING BOX	07/10/2026	286.16
WOODLAND BUILDING CENT	86981			MATERIALS-BLESSING BOX	07/16/2026	94.85
WOODLAND BUILDING CENT	87204			MATERIALS-BLESSING BOX	07/22/2026	27.26
						\$408.27
10.41-501 - INSURANCE DEDUCTABLES						
MOUNTAIN METAL	6682	51045		LABOR-STREET POLES & LIGHTS - IN	08/05/2026	5,500.00
10.41-570 - PROFESSIONAL & TECHNICAL SRV						
ALDRIDGE CONSULTING LLC	2508			MONTHLY TPT CONSULTING	08/10/2026	5,850.00
10.41-571 - ATTORNEY						
THE RIGG LAW FIRM PLLC	3616			LEGAL SERVICES - CRIMINAL	08/05/2026	1,530.00
THE RIGG LAW FIRM PLLC	3617			LEGAL SERVICES - CIVIL	08/05/2026	1,530.00
						\$3,060.00
10.41-572 - COMPUTER SUPPORT						
KNS TECH SERVICES LLC	12795			COMPUTER SUPPORT	08/02/2026	1,169.00
10.41-620 - MPC EXP UNRELATED TO BONDS						
NAVOPACHE ELEC COOP, INC	AUG26/2654606			578 N MAIN ST	08/09/2026	225.56
10.42-530 - COURT COSTS						
ARIZONA SUPREME COURT	2027-00000189			COMPUTER/LASER PRINTER	08/14/2026	1,984.45
10.43-585 - TRAINING & TRAVEL						
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/LEAGUE OF ARIZONA CITIES RE	08/04/2026	400.00
10.44-520 - PRINTING & ADVERTISING						
WHITE MOUNTAIN PUBLISHIN	249233			SEALED BID - PROPERTY	07/17/2026	106.86
WHITE MOUNTAIN PUBLISHIN	249237			SEALED BID - PROPERTY	07/24/2026	106.86
WHITE MOUNTAIN PUBLISHIN	249243			RFP - PROPANE SERVICE	07/24/2026	106.86
WHITE MOUNTAIN PUBLISHIN	249530			RFP - PROPANE SERVICE	07/31/2026	106.86
						\$427.44
10.44-572 - ELECTION SUPPLIES & SERVICES						
APACHE COUNTY ELECTION	7212026			ELECTION COSTS	08/03/2026	6,582.00
10.44-580 - DUES & SUBSCRIPTIONS						
NATIONAL BANK OF ARIZONA	AUG26/3134	51068		3134/IIMC	08/04/2026	195.00
NATIONAL BANK OF ARIZONA	AUG26/3134	51068		3134/CHAT GPT	08/04/2026	40.92
NATIONAL BANK OF ARIZONA	AUG26/3134	51068		3134/AMCA MEMBERSHIP	08/04/2026	110.00
						\$345.92
10.44-585 - TRAINING & TRAVEL						
NATIONAL BANK OF ARIZONA	AUG26/3134	51068		3134/ADERO HOTEL - CLERK CONFE	08/04/2026	328.80
10.45-310 - OFFICE SUPPLIES						
HIGH COUNTRY AWARDS	41536			P&Z - NAME PLATES/PLAQUES	08/25/2026	42.15
10.45-511 - CELL PHONES						
VERIZON WIRELESS	6150964243			COMMUNITY DEVELOPMENT CELL P	08/12/2026	61.20
10.46-310 - OFFICE SUPPLIES						
NATIONAL BANK OF ARIZONA	AUG26/2078			2078/VEVOR.COM	08/04/2026	135.86
QUILL CORPORATION	49740350			OFFICE SUPPLIES	07/28/2026	52.40
SLADE, RONDA	AUG26			REIMBURSE - OFFICE CHAIR	08/25/2026	129.35
						\$317.61
10.46-525 - POSTAGE, FREIGHT & FEES						
NATIONAL BANK OF ARIZONA	AUG26/2615			2615/USPS	08/04/2026	11.02
NATIONAL BANK OF ARIZONA	AUG26/2615			2615/USPS	08/04/2026	108.24
						\$119.26
10.46-526 - BANKING FEES						
Chase Paymentech	AUG26/1052			BANKING FEES	08/03/2026	156.84
Chase Paymentech	AUG26/4176			BANKING FEES	08/03/2026	5.98
NATIONAL BANK OF AZ -Bank	AUG26/3536			BANKING FEES	08/17/2026	61.77
Xpress Bill Pay	INV-XPR038020			BANKING FEES	08/05/2026	161.60
						\$386.19
10.46-570 - PROFESSIONAL & TECHNICAL SRV						
AZ SECRETARY OF STATE	AUG26/SOLIS			NOTARY FILING FEE	08/12/2026	43.00
10.46-580 - DUES & SUBSCRIPTIONS						
NATIONAL BANK OF ARIZONA	AUG26/3134	51068		3134/CHAT GPT	08/04/2026	40.91
10.46-585 - TRAINING & TRAVEL						
LAMM, DAVID	AUG26			REIMBURSE-PER-DIEM/HOTEL GOFA	08/10/2026	412.54
NATIONAL BANK OF ARIZONA	AUG26/1856			1856/GOFAZ CONFERENCE	08/04/2026	235.00
						\$647.54

TOWN OF EAGAR
Payment Approval

Vendor	Invoice No.	PO Number	Activity No.	Description	Date	Amount
10.50-570 - PROFESSIONAL & TECHNICAL SRV						
TOWN OF SPRINGERVILLE	2026-QTR4-POLI			SHARED SERVICES - POLICE	08/03/2026	212,548.77
10.51-310 - OFFICE SUPPLIES						
KNS TECH SERVICES LLC	12792			FIRE DEPART. COMPUTER	07/24/2026	36.66
STAPLES	6070730587	51121		OFFICE SUPPLIES	08/03/2026	381.56
						\$418.22
10.51-335 - MACHINERY & EQUIPMENT SUPPLIES						
O'REILLY AUTO PARTS	6049-330473			BATT LUG/PRIMARY WIRE	07/14/2026	74.71
O'REILLY AUTO PARTS	6049-330476			PVC GROMMET	07/14/2026	5.60
						\$80.31
10.51-336 - OSHA SAFETY EQUIPMENT CERT						
FIRE TRUCK SOLUTIONS, LL	0102R3150	51117		PUMP TESTING	07/30/2026	1,523.00
FIRE TRUCK SOLUTIONS, LL	0102R3150	51117		PUMP TESTING	07/30/2026	4,170.38
						\$5,693.38
10.51-337 - MEDICAL SUPPLIES AND EQUIPMENT						
NATIONAL BANK OF ARIZONA	AUG26/3365			3365/SUMMIT HEALTHCARE	08/04/2026	68.00
10.51-340 - GAS, OIL, LUBRICANTS						
FUELMAN	NP70932483			FUEL ACCT#2844968	08/03/2026	1,189.14
10.51-341 - VEHICLE SUPPLIES & MAINTENANCE						
AMAZON CAPITAL SERVICES	1VGT-JYNG-JW			LED STROBE LIGHTS	08/01/2026	165.80
DELTA TIRE, LLC	50020492			ST205/75R15/8 107/102N HER STRON	08/24/2026	118.82
FIRE TRUCK SOLUTIONS, LL	0101P5362	51066		PARTS - FIRE ENGINE	06/01/2026	6,081.41
INTERSTATE BATTERIES	25024027			BATTERY - FIRE DEPT	08/11/2026	196.74
O'REILLY AUTO PARTS	6049-332549			RELAY	07/26/2026	11.64
O'REILLY AUTO PARTS	6049-334833			1GALANTIFREZ/CLAMPS	08/09/2026	98.44
O'REILLY AUTO PARTS	6049-335076			PARTS	08/11/2026	192.86
						\$6,865.71
10.51-343 - MEDICAL SUPPLIES						
BASHAS' - RALEY'S ARIZONA	721954			FIRST AID	08/14/2026	45.89
BOUND TREE MEDICAL LLC	86306439	51126		MEDICAL SUPPLIES	08/05/2026	166.30
						\$212.19
10.51-350 - SMALL TOOLS & EQUIPMENT						
AMAZON CAPITAL SERVICES	1V46-1T71-FYP			ATV HELMETS	08/01/2026	152.72
DAVIS ACE HARDWARE	62595			MATERIALS	07/02/2026	14.82
DAVIS ACE HARDWARE	62622			TOGGLE BOLTS	07/08/2026	4.35
DAVIS ACE HARDWARE	62636			BRACKET, BOLTS, WASHERS, NUTS	07/09/2026	31.01
O'REILLY AUTO PARTS	6049-329479			CARGO STRAPS	07/09/2026	61.07
						\$263.97
10.51-360 - BUILDING REPAIR MATRL & SPLV						
WOODLAND BUILDING CENT	86938			CONCRETE	07/15/2026	28.77
10.51-500 - GENERAL INSURANCE						
AMRRP - INSURANCE POOL	40001356-08262			ENDORSEMENT - ADD NEW FIRE STA	08/26/2026	1,347.00
10.51-505 - ELECTRICITY						
NAVOPACHE ELEC COOP, INC	AUG26/2492805			1ST AVE NE 1/4	08/09/2026	144.43
NAVOPACHE ELEC COOP, INC	AUG26/2492905			EAGAR FIRE DEPT #2	08/09/2026	134.99
NAVOPACHE ELEC COOP, INC	AUG26/6496200			181 N EAGAR FD	08/09/2026	56.46
NAVOPACHE ELEC COOP, INC	AUG26/8470700			199 N BUTLER-FIRE & MED BLDG	08/09/2026	363.72
						\$699.60
10.51-510 - TELEPHONE						
FRONTIER	AUG26/9281963			PHONE/INTERNET	08/07/2026	71.98
FRONTIER	AUG26/9283331			PHONE/INTERNET	08/15/2026	37.41
KNS TECH SERVICES LLC	DG-1815			PHONE/INTERNET	08/01/2026	38.82
KNS TECH SERVICES LLC	12871			STARLINK	08/02/2026	130.00
						\$278.21
10.51-512 - WIRELESS ACCESS						
VERIZON WIRELESS	6150964243			FD MOBILE BROADBAND	08/12/2026	98.22
10.51-525 - POSTAGE & FREIGHT						
NATIONAL BANK OF ARIZONA	AUG26/3365			3365/SUMMIT HEALTHCARE	08/04/2026	12.55
10.51-526 - BANKING FEES						
Chase Paymentech	AUG26/1052			BANKING FEES	08/03/2026	22.41
Chase Paymentech	AUG26/4176			BANKING FEES	08/03/2026	0.86
NATIONAL BANK OF AZ -Bank	AUG26/3536			BANKING FEES	08/17/2026	8.83
Xpress Bill Pay	INV-XPR038020			BANKING FEES	08/05/2026	23.08
						\$55.18
10.51-572 - COMPUTER SUPPORT						
KNS TECH SERVICES LLC	12795			COMPUTER SUPPORT	08/02/2026	311.74
10.51-573 - TRASH/DEBRIS REMOVAL						
BLUE HILLS ENVIRONMENTA	2608034889988			GARBAGE REMOVAL	08/01/2026	91.00
10.51-575 - DISPATCHING						
AT&T MOBILITY - FIRSTNET	287365804175X			GETAC/R.V. FIRE & MED - DISPATCH	08/01/2026	353.80
OC MOUNTS, LLC	3273002	51012		MOUNTING HARDWARE - DISPATCH	03/17/2026	1,276.95
						\$1,630.75

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10.52-585 - TRAINING & TRAVEL						
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/SLEEP INN	08/04/2026	763.36
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/CIRCLE K	08/04/2026	51.00
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/MAVERICK	08/04/2026	46.00
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/EXXON WESTSIDE MOBIL	08/04/2026	46.00
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/TST*SMOKIN BARBECUE	08/04/2026	23.14
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/HOTEL.COM	08/04/2026	114.43
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/B'S TERIYAKI	08/04/2026	23.71
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/COUNTRY INN SUITES	08/04/2026	560.16
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/MAZATLAN MEXICAN RESTAURA	08/04/2026	17.19
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/SUPER 8 MOTELS	08/04/2026	1,000.00
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/76-PRINEVILLE PETROLEUM	08/04/2026	109.01
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/LOVES	08/04/2026	92.50
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/DIAMOND MOUNTAIN INN	08/04/2026	80.02
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/HOTEL.COM	08/04/2026	286.17
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/SHELL OIL	08/04/2026	73.01
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/TST*PORFILY	08/04/2026	19.00
NATIONAL BANK OF ARIZONA	AUG26/3422			3422/HOTEL.COM	08/04/2026	154.78
						\$3,459.48
10.53-515 - SHELTER COST SHARE						
TOWN OF SPRINGERVILLE	2026-QTR4-AC			SHARED SERVICES - ANIMAL CONTR	08/03/2026	7,424.84
10.55-610 - OTHER SPECIAL EVENTS						
BETTER WORLD BARBEQUE	AUG26			SPONSORSHIP RIB THROW DOWN 20	08/18/2026	1,000.00
10.55-612 - POND SUMMER ACTIVITIES						
AMAZON CAPITAL SERVICES	1CJJ-QXQX-HR	51102		OUTDOOR MOVIE EQUIPMENT	08/01/2026	1,150.10
SWANK MOTION PICTURES I	BO 2840748	51131		MOVIE - ANGELS IN THE OUTFIELD	08/12/2026	625.00
						\$1,775.10
10.55-614 - FOURTH OF JULY						
AMAZON CAPITAL SERVICES	1V46-1T71-FYP			LED LIGHTS 4TH OF JULY	08/01/2026	70.60
BLUE HILLS ENVIRONMENTA	2606302006372			4 YARD - AIRPORT FOR FIREWORKS	07/01/2026	296.14
						\$366.74
10.55-770 - PC-PARK IMPROVEMENTS						
STANDARD ELECTRIC WHOL	79384	51116	FC26-00010.1	ELECTRICAL PARTS - POND	07/23/2026	4,316.22
STANDARD ELECTRIC WHOL	79385	51116	FC26-00010.1	ELECTRICAL PARTS - POND	07/23/2026	3,685.54
						\$8,001.76
10.58-290 - PRISON LABOR CHARGES						
AZ DEPT OF CORRECTIONS	W052799260731			INMATE LABOR	08/03/2026	36.00
AZ DEPT OF CORRECTIONS	WEAG0726			INMATE MILEAGE	08/06/2026	114.37
AZ DEPT OF CORRECTIONS	W052742260814			INMATE LABOR	08/17/2026	27.00
						\$177.37
10.58-320 - CLEANING & SANITARY SUPPLIES						
MISSION LINEN SUPPLY	526301324			BAR TOWELS/MAT	07/01/2026	20.21
MISSION LINEN SUPPLY	526342669			BAR TOWELS/MAT	07/08/2026	20.21
MISSION LINEN SUPPLY	526379417			BAR TOWELS/	07/15/2026	20.21
MISSION LINEN SUPPLY	526421803			BAR TOWELS/MAT	07/22/2026	20.21
MISSION LINEN SUPPLY	526461815			BAR TOWELS/MAT	07/29/2026	20.21
STAPLES	6071758058			CLEANING SUPPLIES	08/17/2026	288.45
						\$389.50
10.58-350 - SMALL TOOLS AND EQUIPMENT						
WOODLAND BUILDING CENT	87096			MATERIALS - BASHAS ROOF	07/20/2026	21.25
10.58-355 - SAFETY EQUIPMENT						
USA BLUEBOOK	INV01117326			BACTERIOSTATIC ADDITIVE	07/29/2026	142.67
WOODLAND BUILDING CENT	86676			GLOVES	07/08/2026	20.72
						\$163.39
10.58-360 - BUILDING REPAIR MATERIAL & SUP						
ADVANCED AIR SYSTEMS LL	139697342			SERVICE - MINI SPLITS	08/04/2026	80.00
WOODLAND BUILDING CENT	86623			MATERIALS	07/07/2026	21.96
WOODLAND BUILDING CENT	86862			STOVE BRUSH/CAL/LIME/RST REMOV	07/14/2026	12.85
						\$114.81
10.58-380 - PARK & GROUNDS MATERIALS						
AMAZON CAPITAL SERVICES	116F-FMF3-77W			MOWER PARTS	08/01/2026	46.62
AMAZON CAPITAL SERVICES	1V46-1T71-FYP			SPRINKLER	08/01/2026	15.92
AMAZON CAPITAL SERVICES	1V46-1T71-FYP			HERBICIDES	08/01/2026	545.16
COWBOY UP HAY & RANCH S	7649			NYLON LINE/STIHL AUTO CUT 27-2 HE	07/29/2026	74.16
COWBOY UP HAY & RANCH S	7676			SPARK PLUG/FILTER/SHOP MATERIA	07/30/2026	54.48
WOODLAND BUILDING CENT	86562			SPRINKLERS	07/06/2026	57.11
WOODLAND BUILDING CENT	86619			1800 4" POP-UP FULL/HALF	07/07/2026	14.82
WOODLAND BUILDING CENT	87206			42GAL CONTRACTOR BAGS	07/22/2026	21.81
						\$830.08
10.58-505 - ELECTRICITY						
NAVOPACHE ELEC COOP, INC	AUG26/2551305			RV BALL PARK	08/09/2026	1,840.29
NAVOPACHE ELEC COOP, INC	AUG26/2681605			RVPD EAGAR PUBLIC WKS	08/09/2026	103.77
NAVOPACHE ELEC COOP, INC	AUG26/4124705			174 S MAIN ST	08/09/2026	637.11

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NAVOPACHE ELEC COOP, INC	AUG26/6726400			247 E 2ND AVE	08/09/2026	109.62
NAVOPACHE ELEC COOP, INC	AUG26/7111000			246 E 2ND AVE RACQUETBALL COUR	08/09/2026	250.52
NAVOPACHE ELEC COOP, INC	AUG26/7569700			194 N MAIN	08/09/2026	49.68
NAVOPACHE ELEC COOP, INC	AUG26/8335900			246 2ND AVE - POND	08/09/2026	73.42
						\$3,064.41
10.58-510 - TELEPHONE						
ALL COPY PRODUCTS, INC	42699097			PHONE Agreement#110-1863720-000	08/07/2026	435.72
FRONTIER	AUG26/9281963			PHONE/INTERNET	08/07/2026	647.78
FRONTIER	AUG26/9283331			PHONE/INTERNET	08/15/2026	336.71
KNS TECH SERVICES LLC	DG-1815			PHONE/INTERNET	08/01/2026	349.33
KNS TECH SERVICES LLC	12871			STARLINK	08/02/2026	101.40
						\$1,870.94
10.58-573 - TRASH/DEBRIS DISPOSAL						
BLUE HILLS ENVIRONMENTA	123119			4 BOXES	07/02/2026	3.00
BLUE HILLS ENVIRONMENTA	2608034889988			GARBAGE REMOVAL	08/01/2026	412.44
						\$415.44
10.58-574 - PEST CONTROL						
BEGAY, SARAH MAE	7721			PEST CONTROL	08/13/2026	180.00
10.58-710 - PC - OFFICE FURNITURE & EQUIPM						
KNS TECH SERVICES LLC	13021	51138		DOWN PAYMENT - CAMERA SYSTEM	08/27/2026	2,868.91
10.59-290 - PRISON LABOR CHARGES						
AZ DEPT OF CORRECTIONS	W052799260731			INMATE LABOR	08/03/2026	12.00
AZ DEPT OF CORRECTIONS	WEAG0726			INMATE MILEAGE	08/06/2026	38.12
AZ DEPT OF CORRECTIONS	W052742260814			INMATE LABOR	08/17/2026	9.00
						\$59.12
10.59-300 - CLOTHING ALLOWANCE						
MISSION LINEN SUPPLY	526301321			LINEN SERVICE	07/01/2026	16.98
MISSION LINEN SUPPLY	526342667			LINEN SERVICE	07/08/2026	17.69
MISSION LINEN SUPPLY	526379414			LINEN SERVICE	07/15/2026	16.98
MISSION LINEN SUPPLY	526421802			LINEN SERVICE	07/22/2026	16.98
MISSION LINEN SUPPLY	526461814			LINEN SERVICE	07/29/2026	16.98
						\$85.61
10.59-305 - SHOP SUPPLIES						
MISSION LINEN SUPPLY	526301321			LINEN SERVICE	07/01/2026	40.33
MISSION LINEN SUPPLY	526342667			LINEN SERVICE	07/08/2026	53.29
MISSION LINEN SUPPLY	526379414			LINEN SERVICE	07/15/2026	40.33
MISSION LINEN SUPPLY	526421802			LINEN SERVICE	07/22/2026	40.33
MISSION LINEN SUPPLY	526461814			LINEN SERVICE	07/29/2026	40.33
O'REILLY AUTO PARTS	6049-330446			FLOOR DRY	07/14/2026	41.44
						\$256.05
10.59-340 - GAS, OIL, LUBRICANTS						
FUELMAN	NP70932483			FUEL ACCT#2844968	08/03/2026	174.67
RHINEHART OIL CO.	IN-336296-26			GAS-FUEL	08/19/2026	548.71
						\$723.38
10.59-350 - SMALL TOOLS AND EQUIPMENT						
BAUMAN HOME AND AUTO IN	815495			MECHANICS TOOL SET	07/21/2026	252.01
LAWSON PRODUCTS, INC.	9313708339			HEX SCREWS/CLEAR CONNECTOR	08/11/2026	129.94
O'REILLY AUTO PARTS	6049-334285			FLUID PUMP	08/06/2026	32.71
						\$414.66
30.60-290 - PRISON LABOR CHARGES						
AZ DEPT OF CORRECTIONS	W052799260731			INMATE LABOR	08/03/2026	60.00
AZ DEPT OF CORRECTIONS	WEAG0726			INMATE MILEAGE	08/06/2026	190.62
AZ DEPT OF CORRECTIONS	W052742260814			INMATE LABOR	08/17/2026	45.00
						\$295.62
30.60-300 - CLOTHING ALLOWANCE						
NATIONAL BANK OF ARIZONA	AUG26/3134	51068		3134/US-KEENFOOTWEAR	08/04/2026	278.21
30.60-310 - OFFICE SUPPLIES						
QUILL CORPORATION	49740350			OFFICE SUPPLIES	07/28/2026	52.40
30.60-340 - GAS, OIL & LUBRICANTS						
BAUMAN HOME AND AUTO IN	815719			14oz PRTMSTR NC NR	07/28/2026	53.55
RHINEHART OIL CO.	IN-336296-26			GAS-FUEL	08/19/2026	1,097.42
						\$1,150.97
30.60-341 - VEHICLE SUPPLIES & MAINTENANCE						
AMAZON CAPITAL SERVICES	1LMR-YXQN-3T			RETURN- RICHARD DALE	08/01/2026	-45.74
AMAZON CAPITAL SERVICES	1TCH-1N7L-NGX			PARTS	08/01/2026	178.48
BAUMAN HOME AND AUTO IN	815335			PARTS	07/13/2026	86.80
BAUMAN HOME AND AUTO IN	815514			CABIN AIR FILTER	07/21/2026	24.09
BAUMAN HOME AND AUTO IN	815562			CABIN AIR	07/22/2026	33.48
BAUMAN HOME AND AUTO IN	815691			FILTER	07/27/2026	31.10
DAVIS ACE HARDWARE	62728			NEEDLE VLV	07/28/2026	31.62
DAVIS ACE HARDWARE	62740			RETURN	07/29/2026	-8.52
DELTA TIRE, LLC	50020183	51128		TIRES	08/10/2026	989.76

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EMPIRE SOUTHWEST LLC	EMPS7573879			PARTS	07/24/2026	260.34
EMPIRE SOUTHWEST LLC	EMPC1082024			CREDIT	08/03/2026	-57.54
EMPIRE SOUTHWEST LLC	EMPS7600191			PARTS - LOADER	08/10/2026	208.08
NAPA AUTO PARTS	284365			21 WATT AUTOMOTIVE WARN T20	07/07/2026	74.58
NATIONAL BANK OF ARIZONA	AUG26/3430	51104		3430/UNITED SKID TRACKS	08/04/2026	2,883.68
O'REILLY AUTO PARTS	6049-327978			AFR SENSOR	07/01/2026	119.52
O'REILLY AUTO PARTS	6049-329033			12oz R134A	07/06/2026	13.08
O'REILLY AUTO PARTS	6049-330687			FILTER	07/16/2026	14.79
O'REILLY AUTO PARTS	6049-330735			HEATER HOSE	07/16/2026	13.94
O'REILLY AUTO PARTS	6049-331667			ADPTR 7 TO 6	07/21/2026	21.35
O'REILLY AUTO PARTS	6049-331758			FILTER	07/22/2026	26.29
O'REILLY AUTO PARTS	6049-331770			FILTER	07/22/2026	32.77
O'REILLY AUTO PARTS	6049-333727			V-BELT	08/03/2026	6.46
O'REILLY AUTO PARTS	6049-334107			1GALANTIFREZ	08/05/2026	91.58
WOODLAND BUILDING CENT	86815			BULK BOLTS NUTS SCREWS FASTEN	07/13/2026	2.07
						\$5,032.06
30.60-342 - DIESEL						
RHINEHART OIL CO.	IN-336296-26			CLEAR/DYED DIESEL FUEL	08/19/2026	1,287.60
30.60-355 - SAFETY EQUIPMENT						
ERHART, EDWARD G	2771			ICE	08/12/2026	84.68
30.60-365 - RIGHT-OF-WAY SUPPLIES						
AMAZON CAPITAL SERVICES	1V46-1T71-FYP			HERBICIDES	08/01/2026	545.16
COWBOY UP HAY & RANCH S	7529			STIHL BAR & CHAIN OIL	07/27/2026	38.16
COWBOY UP HAY & RANCH S	7582			CHAIN LOOP	07/28/2026	57.81
COWBOY UP HAY & RANCH S	8028			COMM LINE GREEN	08/05/2026	64.36
DAVIS ACE HARDWARE	62723			HSQ CHAIN/ GUIDE BAR	07/28/2026	68.71
DAVIS ACE HARDWARE	62724			HSQ CHAIN	07/28/2026	2.18
EMPIRE SOUTHWEST LLC	EMRA00599945	51112		RENTAL MANLIFT - TREE REMOVAL	08/05/2026	1,207.48
O'REILLY AUTO PARTS	6049-336461			PT2SYSLEOIL	08/09/2026	32.71
WOODLAND BUILDING CENT	471430	51103		HUSQVARNA PARTS	07/08/2026	703.10
WOODLAND BUILDING CENT	87397			CHAINSAW FILE	07/28/2026	10.90
						\$2,730.57
30.60-505 - ELECTRICITY						
NAVOPACHE ELEC COOP, INC	AUG26/2440705			1162 WATER CANYON-TRUCK SHOP	08/09/2026	710.51
NAVOPACHE ELEC COOP, INC	AUG26/2440905			1162 WATER CANYON-TRUCK SHOP	08/09/2026	82.06
NAVOPACHE ELEC COOP, INC	AUG26/2524205			STREET LIGHTS	08/09/2026	29.19
NAVOPACHE ELEC COOP, INC	AUG26/2525205			STREET LIGHTS	08/09/2026	29.19
NAVOPACHE ELEC COOP, INC	AUG26/2633905			EAGAR TRAFFIC LIGHT	08/09/2026	96.45
NAVOPACHE ELEC COOP, INC	AUG26/2675205			STREET LIGHTS	08/09/2026	1,386.60
NAVOPACHE ELEC COOP, INC	AUG26/6487100			6TH AVE AND MAIN	08/09/2026	7.88
NAVOPACHE ELEC COOP, INC	AUG26/8578501			635 N MAIN PEDESTRAIN CROSSWAL	08/09/2026	61.01
						\$2,402.89
30.60-510 - TELEPHONE						
ALL COPY PRODUCTS, INC	42699097			PHONE Agreement#110-1863720-000	08/07/2026	54.48
FRONTIER	AUG26/9281963			PHONE/INTERNET	08/07/2026	89.97
FRONTIER	AUG26/9283331			PHONE/INTERNET	08/15/2026	46.77
KNS TECH SERVICES LLC	DG-1815			PHONE/INTERNET	08/01/2026	48.52
KNS TECH SERVICES LLC	12871			STARLINK	08/02/2026	13.00
						\$252.74
30.60-525 - POSTAGE, FREIGHT & FEES						
NATIONAL BANK OF ARIZONA	AUG26/2615			2615/USPS	08/04/2026	108.24
30.60-526 - BANKING FEES						
Chase Paymentech	AUG26/1052			BANKING FEES	08/03/2026	67.22
Chase Paymentech	AUG26/4176			BANKING FEES	08/03/2026	2.57
NATIONAL BANK OF AZ -Bank	AUG26/3536			BANKING FEES	08/17/2026	26.48
Xpress Bill Pay	INV-XPR038020			BANKING FEES	08/05/2026	69.25
						\$165.52
30.60-560 - STREET LIGHT MAINT & REPAIR						
EMPIRE SOUTHWEST LLC	EMRA00599945	51112		RENTAL MANLIFT - STREETLIGHTS	08/05/2026	804.98
O'REILLY AUTO PARTS	6049-334940			FUSION	08/10/2026	10.35
						\$815.33
30.60-570 - PROFESSIONAL & TECHNICAL SRV						
PAINTED SKY ENGINEERING	26-03005	50797	RD26-00001.1	UDALL ST - ENGINEERING	03/04/2026	7,442.00
30.60-572 - COMPUTER SUPPORT						
KNS TECH SERVICES LLC	12795			COMPUTER SUPPORT	08/02/2026	1,130.04
30.60-573 - TRASH/DEBRIS DISPOSAL						
BLUE HILLS ENVIRONMENTA	2608034889988			GARBAGE REMOVAL	08/01/2026	51.97
30.60-730 - PC-MACHINERY & EQUIPMENT						
LANDBOSS EQUIPMENT / KA	MULCHER	51133		MULCHER MS560-C510	08/13/2026	5,752.12
35.67-370 - EQUIPMENT						
TITAN BRANDS	INV5306996	51059		WEIGHTED VESTS	07/24/2026	808.24
35.81-570 - PROFESSIONAL & TECHNICAL SRV						
26 BAR CONSULTING LLC	INV-24068	050859		GRANT WRITER	08/03/2026	1,500.00

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35.85-770 - PC - FIBER CONSTRUCTION						
COMMNET WIRELESS, LLC	IN-CWL-0035	051095		CDSR BROADBAND	08/13/2026	468,291.57
35.90-370 - ADEQ - MATERIALS/CONSTRUCTION						
EPS GROUP INC	24-0088-15	050792		DRAINAGE MASTER PLAN	08/18/2026	7,600.00
35.93-730 - PC - MACHINERY AND EQUIPMENT						
LANDBOSS EQUIPMENT / KA	MULCHER	51133		MULCHER MS560-C510- SRP FUNDS	08/13/2026	10,000.00
50.13100 - ACCOUNTS RECEIVABLE						
LOZOYA, MITZY	Refund: 5782200			Refund: 5782200 - LOZOYA, MITZY	08/18/2026	89.82
THOMAS, JAMES	Refund: 1126751			Refund: 1126751 - THOMAS, JAMES	08/04/2026	33.88
						\$123.70
50.25100 - ACCRUED SALES TAX PAYABLE						
ARIZONA DEPT OF REVENUE	TPT/7.2026			TPT - Tax	08/18/2026	14,032.18
50.81-310 - OFFICE SUPPLIES						
QUILL CORPORATION	49740350			OFFICE SUPPLIES	07/28/2026	27.00
50.81-330 - WATER TREATMENT SUPPLIES						
OMEGA INDUSTRIAL SUPPLY	171550	51132		WATER TREATMENT	08/14/2026	1,085.46
USA BLUEBOOK	INV01117326			HACH FREE CHLORINE SWIFTEST	07/29/2026	87.89
						\$1,173.35
50.81-340 - GAS, OIL & LUBRICANTS						
RHINEHART OIL CO.	IN-336296-26			GAS-FUEL	08/19/2026	548.71
50.81-341 - VEHICLE SUPPLIES & MAINTENANCE						
DELTA TIRE, LLC	50020183	51128		TIRES	08/10/2026	763.20
DELTA TIRE, LLC	50020275			ALIGNMENT	08/13/2026	61.61
O'REILLY AUTO PARTS	6049-331919			MINI BULB	07/23/2026	8.50
						\$833.31
50.81-342 - DIESEL						
RHINEHART OIL CO.	IN-336296-26			CLEAR/DYED DIESEL FUEL	08/19/2026	594.27
50.81-345 - SYSTEM PARTS						
FORTILINE WATERWORKS	7480940	51079		WATER PARTS	08/10/2026	299.28
FORTILINE WATERWORKS	7505233	51097		WATER PARTS	08/26/2026	323.76
						\$623.04
50.81-350 - SMALL TOOLS & HARDWARE						
NAPA AUTO PARTS	284551			NTH BLOW GUN/ADAPTER	07/09/2026	42.47
O'REILLY AUTO PARTS	6049-330537			PAINT MARKER	07/15/2026	14.16
O'REILLY AUTO PARTS	6049-330620			PARTS	07/15/2026	69.22
WOODLAND BUILDING CENT	86413			SHOVEL ROUND POINT	07/01/2026	18.54
						\$144.39
50.81-355 - SAFETY EQUIPMENT						
ERHART, EDWARD G	2771			ICE	08/12/2026	84.66
O'REILLY AUTO PARTS	6049-330782			NITRILE GLV	07/16/2026	31.08
						\$115.74
50.81-380 - WELL REPAIR						
DAVIS ACE HARDWARE	62689			1st AVE WELL - PARTS	07/21/2026	76.36
WOODLAND BUILDING CENT	86611	51105		MATERIALS-1st AVE WELL	07/07/2026	272.01
WOODLAND BUILDING CENT	475386			MATERIALS - 1st AVE WELL	07/08/2026	1,353.46
WOODLAND BUILDING CENT	86634			MATERIALS-1st AVE WELL	07/08/2026	18.74
WOODLAND BUILDING CENT	86852			T50 3/8 HVY DTY STAPLE	07/14/2026	13.07
WOODLAND BUILDING CENT	86863			OSB 1/2 4x8 - 1st AVE WELL	07/14/2026	14.72
WOODLAND BUILDING CENT	86922			2X2" WHT DRIP EDGE/1st AVE WELL	07/15/2026	55.58
WOODLAND BUILDING CENT	475572	51107		MATERIALS - 1st AVE WELL	07/16/2026	524.25
WOODLAND BUILDING CENT	86961			MATERIALS-1st AVE WELL	07/16/2026	36.17
WOODLAND BUILDING CENT	86970			MATERIALS-1st AVE WELL	07/16/2026	16.42
WOODLAND BUILDING CENT	87078			MATERIALS-1st AVE WELL	07/20/2026	92.42
						\$2,473.20
50.81-505 - ELECTRICITY						
NAVOPACHE ELEC COOP, INC	AUG26/2440505			FLAT TOP BOOSTER PUMP	08/09/2026	46.70
NAVOPACHE ELEC COOP, INC	AUG26/2459205			HALL WELL	08/09/2026	2,595.01
NAVOPACHE ELEC COOP, INC	AUG26/2493205			RAMSEY PARK WELL	08/09/2026	46.60
NAVOPACHE ELEC COOP, INC	AUG26/2678105			TRANSFER STAION WELL	08/09/2026	56.52
NAVOPACHE ELEC COOP, INC	AUG26/2678508			148 N OLD GRIST MILL	08/09/2026	2,232.91
NAVOPACHE ELEC COOP, INC	AUG26/3669005			695 W 4TH ST-NICOLL WELL	08/09/2026	4,813.72
NAVOPACHE ELEC COOP, INC	AUG26/3941605			808 S JUNIPER	08/09/2026	481.91
NAVOPACHE ELEC COOP, INC	AUG26/6788701			525 #3 MARICOPA	08/09/2026	1,756.59
NAVOPACHE ELEC COOP, INC	AUG26/6788800			WELL SAFARI & SCH BUS	08/09/2026	190.81
NAVOPACHE ELEC COOP, INC	AUG26/8407000			70 E 1ST AVE-WELL	08/09/2026	46.60
						\$12,267.37
50.81-510 - TELEPHONE						
ALL COPY PRODUCTS, INC	42699097			PHONE Agreement#110-1863720-000	08/07/2026	27.24
FRONTIER	AUG26/9281963			PHONE/INTERNET	08/07/2026	44.98
FRONTIER	AUG26/9283331			PHONE/INTERNET	08/15/2026	23.38
KNS TECH SERVICES LLC	DG-1815			PHONE/INTERNET	08/01/2026	24.26
KNS TECH SERVICES LLC	12871			STARLINK	08/02/2026	7.80
						\$127.66

TOWN OF EAGAR
Payment Approval

Vendor	Invoice No.	PO Number	Activity No.	Description	Date	Amount
50.81-511 - CELL PHONES						
VERIZON WIRELESS	6150964243			ON CALL CELL PHONE	08/12/2026	24.98
50.81-512 - WIRELESS ACCESS						
VERIZON WIRELESS	6150964243			WATER METER -WIRELESS ACCESS	08/12/2026	40.01
VERIZON WIRELESS	6150964244			WATER METER -WIRELESS ACCESS	08/12/2026	80.08
						\$120.09
50.81-525 - POSTAGE, FREIGHT & FEES						
NATIONAL BANK OF ARIZONA	AUG26/2615			2615/USPS	08/04/2026	705.76
50.81-526 - BANKING FEES						
Chase Paymentech	AUG26/1052			BANKING FEES	08/03/2026	436.91
Chase Paymentech	AUG26/4176			BANKING FEES	08/03/2026	16.69
NATIONAL BANK OF AZ -Bank	AUG26/3536			BANKING FEES	08/17/2026	172.09
Xpress Bill Pay	INV-XPR038020			BANKING FEES	08/05/2026	450.15
						\$1,075.84
50.81-535 - MATERIAL TESTING						
MOHAVE ENVIRONMENTAL L	127520			WATER TESTING	08/04/2026	210.00
MOHAVE ENVIRONMENTAL L	127450			WATER TESTING	08/12/2026	210.00
						\$420.00
50.81-545 - MACHINERY & EQUIPMENT RENTAL						
NATIONAL BANK OF ARIZONA	AUG26/8695			8695/SEAL HOUSE-GASKET BOOSTE	08/04/2026	28.95
50.81-570 - PROFESSIONAL & TECHNICAL SRV						
RUBICON APPLIED DIVERS	26-083 INSPECT	51014		WATER TANK INSPECTION	03/31/2026	7,100.00
RUBICON APPLIED DIVERS	26-083 LEAK AS	51015		WATER TANK LEAK ASSESMENT	03/31/2026	3,550.00
SOLAR SECURED SOLUTION	2046697			3 ECOGREEN MONITORS - LEASE	08/18/2026	59.85
SUNRISE ENGINEERING INC	ARIV1015347	51038		GIS MAPPING	08/13/2026	41.25
						\$10,751.10
50.81-571 - WATER ADJ ATTNY FEES						
BROWN & BROWN LAW OFFI	ADJ-LCR-4364			ADJUDICATION	07/29/2026	14,559.63
50.81-572 - COMPUTER SUPPORT						
KNS TECH SERVICES LLC	12795			COMPUTER SUPPORT	08/02/2026	701.41
50.81-573 - TRASH/DEBRIS DISPOSAL						
BLUE HILLS ENVIRONMENTA	2608034889988			GARBAGE REMOVAL	08/01/2026	63.51
50.81-770 - PC-WELL DRILLING						
DAVIS, RICHARD E	81826	051008		10,000 gal STORAGE TANK/PUMP-1st	08/19/2026	27,847.00
JARMC0 LLC	18915	51098		CONCRETE - 1st AVE CHURCH/POOL	07/07/2026	1,019.24
						\$28,866.24
50.82-290 - PRISON LABOR CHARGES						
AZ DEPT OF CORRECTIONS	W052799260731			INMATE LABOR	08/03/2026	12.00
AZ DEPT OF CORRECTIONS	WEAG0726			INMATE MILEAGE	08/06/2026	38.12
AZ DEPT OF CORRECTIONS	WO52742260814			INMATE LABOR	08/17/2026	9.00
						\$59.12
50.82-300 - CLOTHING ALLOWANCE						
WHITING, WES	AUG26			REIMBURSE WORKBOOTS	08/11/2026	300.00
50.82-310 - OFFICE SUPPLIES						
QUILL CORPORATION	49740350			OFFICE SUPPLIES	07/28/2026	27.00
50.82-330 - SEWER TREATMENT SUPPLIES						
OMEGA INDUSTRIAL SUPPLY	171557	51132		CHEMICALS - WASTEWATER TREATM	08/14/2026	1,928.80
50.82-331 - SEWER TRANSMISSION LINE						
TOWN OF SPRINGERVILLE	AUG26/4042420			SEWER TRANSMISSION LINE	08/04/2026	232.49
TOWN OF SPRINGERVILLE	AUG26/4042440			SEWER TRANSMISSION LINE	08/04/2026	307.07
TOWN OF SPRINGERVILLE	AUG26/4042460			SEWER TRANSMISSION LINE	08/04/2026	232.08
TOWN OF SPRINGERVILLE	AUG26/4042480			SEWER TRANSMISSION LINE	08/04/2026	62.54
TOWN OF SPRINGERVILLE	AUG26/4042520			SEWER TRANSMISSION LINE	08/04/2026	163.48
						\$997.66
50.82-340 - GAS, OIL & LUBRICANTS						
RHINEHART OIL CO.	IN-336296-26			GAS-FUEL	08/19/2026	548.71
50.82-341 - VEHICLE SUPPLIES & MAINTENANCE						
DELTA TIRE, LLC	50020183	51128		TIRES	08/10/2026	763.20
DELTA TIRE, LLC	50020275			ALIGNMENT	08/13/2026	61.60
						\$824.80
50.82-342 - DIESEL						
RHINEHART OIL CO.	IN-336296-26			CLEAR/DYED DIESEL FUEL	08/19/2026	594.27
50.82-345 - SYSTEM PARTS						
FORTILINE WATERWORKS	7479018	51118		SEWER PARTS	08/10/2026	1,197.68
50.82-350 - SMALL TOOLS & HARDWARE						
WOODLAND BUILDING CENT	87379			PARTS	07/27/2026	78.19
50.82-355 - SAFETY EQUIPMENT						
ERHART, EDWARD G	2771			ICE	08/12/2026	84.66
50.82-505 - ELECTRICITY						
NAVOPACHE ELEC COOP, INC	AUG26/2375905			255 W MAIN EAGAR SEWER FARM	08/09/2026	62.11

TOWN OF EAGAR
Payment Approval

Vendor	Invoice No.	PO Number	Activity No.	Description	Date	Amount
NAVOPACHE ELEC COOP, INC	AUG26/2377005			255 W MAIN EAGAR SEWER FARM	08/09/2026	62.78
						\$124.89
50.82-510 - TELEPHONE						
ALL COPY PRODUCTS, INC	42699097			PHONE Agreement#110-1863720-000	08/07/2026	27.24
FRONTIER	AUG26/9281963			PHONE/INTERNET	08/07/2026	44.98
FRONTIER	AUG26/9283331			PHONE/INTERNET	08/15/2026	23.38
KNS TECH SERVICES LLC	DG-1815			PHONE/INTERNET	08/01/2026	24.26
KNS TECH SERVICES LLC	12871			STARLINK	08/02/2026	7.80
						\$127.66
50.82-511 - CELL PHONES						
VERIZON WIRELESS	6150964243			ON CALL CELL PHONE	08/12/2026	24.97
50.82-525 - POSTAGE, FREIGHT & FEES						
NATIONAL BANK OF ARIZONA	AUG26/2615			2615/USPS	08/04/2026	705.76
50.82-526 - BANKING FEES						
Chase Paymentech	AUG26/1052			BANKING FEES	08/03/2026	436.91
Chase Paymentech	AUG26/4176			BANKING FEES	08/03/2026	16.69
NATIONAL BANK OF AZ -Bank	AUG26/3536			BANKING FEES	08/17/2026	172.09
Xpress Bill Pay	INV-XPR038020			BANKING FEES	08/05/2026	450.15
						\$1,075.84
50.82-535 - MATERIAL TESTING						
MOHAVE ENVIRONMENTAL L	127613			WASTEWATER TESTING	08/11/2026	70.00
MOHAVE ENVIRONMENTAL L	127487			WASTEWATER TESTING	08/13/2026	70.00
						\$140.00
50.82-570 - PROFESSIONAL & TECHNICAL SRV						
BCI CONSTRUCTION - Ballym	148	51137		E. BIGELOW 210 W 2nd ST - REPAIRS(	08/19/2026	4,640.44
SERVICEMASTER COMPLETE	BIGELOW-SEW	51119		E. BIGELOW 210 W 2nd ST - SEWER C	08/05/2026	5,381.77
SUNRISE ENGINEERING INC	ARIV1014848	51080		ENGINEERING - EAST CENTRAL SEW	08/06/2026	5,150.00
SUNRISE ENGINEERING INC	ARIV1015347	51038		GIS MAPPING	08/13/2026	41.25
						\$15,213.46
50.82-572 - COMPUTER SUPPORT						
KNS TECH SERVICES LLC	12795			COMPUTER SUPPORT	08/02/2026	584.51
50.82-573 - TRASH/DEBRIS DISPOSAL						
BLUE HILLS ENVIRONMENTA	2608034889988			GARBAGE REMOVAL	08/01/2026	85.64
						\$1,028,000.33

TOWN OF EAGAR
Payment Approval

Dated: _____

Mayor: _____

Town Council:

_____	_____
_____	_____
_____	_____

Town Clerk: _____

TOWN OF EAGAR
Standard Financial Report
10 General Fund - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents	5,655,911.69	201,937.80	6,034,282.90
Receivables	1,598,653.04	(260,842.61)	1,382,143.42
Other current assets	111.81	0.00	111.81
Total Current Assets	<u>7,254,676.54</u>	<u>(58,904.81)</u>	<u>7,416,538.13</u>
Total Assets:	<u>7,254,676.54</u>	<u>(58,904.81)</u>	<u>7,416,538.13</u>
Liabilities and Fund Equity:			
Liabilities:			
Current liabilities	(271,345.80)	228,678.97	(5,502.30)
Payroll liabilities	(53,575.37)	(207,000.57)	(258,427.52)
Deferred revenue	(1,307,893.96)	0.00	(1,307,893.96)
Total Liabilities:	<u>(1,632,815.13)</u>	<u>21,678.40</u>	<u>(1,571,823.78)</u>
Equity - Paid In / Contributed	(5,621,861.41)	37,226.41	(5,844,714.35)
Total Liabilities and Fund Equity:	<u>(7,254,676.54)</u>	<u>58,904.81</u>	<u>(7,416,538.13)</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

TOWN OF EAGAR
Standard Financial Report
10 General Fund - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
Change In Net Position					
Revenue:					
Taxes	2,623,136.53	99,524.05	335,518.74	2,458,431.00	2,458,431.00
Intergovernmental revenue	1,797,545.76	118,260.76	246,237.23	1,838,900.00	1,838,900.00
Rents/Royalties	63,832.15	5,195.12	10,487.32	137,300.00	137,300.00
Charges for services	19,040.00	500.00	1,100.00	36,800.00	36,800.00
Recreation/Events	9,140.00	1,682.38	6,722.38	1,000.00	1,000.00
Fees and permits	130,373.69	12,198.27	24,475.39	156,950.00	156,950.00
Fines and forfeitures	58,641.42	2,111.67	3,180.85	50,500.00	50,500.00
Donations	55,488.26	0.00	23,400.24	15,000.00	15,000.00
Interest	270,097.75	22,758.01	45,045.04	200,000.00	200,000.00
Miscellaneous revenue	42,090.21	13,152.12	15,805.40	508,150.00	508,150.00
Total Revenue:	5,069,385.77	275,382.38	711,972.59	5,403,031.00	5,403,031.00
Expenditures:					
General government					
Mayor & Council	19,989.98	2,150.83	14,181.52	28,329.00	28,329.00
General Government	1,673,184.80	16,212.83	27,910.15	390,000.00	390,000.00
Magistrate	94,224.62	11,450.61	18,373.47	115,569.00	115,569.00
Town Manager	63,100.26	3,165.20	6,714.31	75,986.00	75,986.00
Town Clerk	66,698.92	17,757.85	28,448.07	114,388.00	114,388.00
Community Development	237,172.02	24,480.93	45,612.53	256,252.00	256,252.00
Finance	153,588.31	16,330.76	25,628.60	175,937.00	175,937.00
Total General government	2,307,958.91	91,549.01	166,868.65	1,156,461.00	1,156,461.00
Public safety					
Police	1,136,266.20	0.00	0.00	1,514,284.00	1,514,284.00
Fire	1,011,906.00	81,419.94	143,541.97	1,302,355.00	1,302,355.00
Fire Continued/Wildland	107,691.60	74,061.26	81,107.52	100,000.00	100,000.00
Code Enforcement/Animal Control	47,752.69	0.00	0.00	103,197.00	103,197.00
Total Public safety	2,303,616.49	155,481.20	224,649.49	3,019,836.00	3,019,836.00
Parks, recreation, and public property					
Parks & Recreation	74,518.73	11,143.60	16,537.05	114,500.00	114,500.00
Total Parks, recreation, and public property	74,518.73	11,143.60	16,537.05	114,500.00	114,500.00
Facilities	492,252.40	49,317.74	73,224.02	703,048.00	703,048.00
Fleet Maintenance	113,940.06	5,049.24	7,772.44	71,949.00	71,949.00
Transfers out	0.00	0.00	0.00	500,000.00	500,000.00
Total Expenditures:	5,292,286.59	312,540.79	489,051.65	5,565,794.00	5,565,794.00
Total Change In Net Position	(222,900.82)	(37,158.41)	222,920.94	(162,763.00)	(162,763.00)

TOWN OF EAGAR
Standard Financial Report
30 Highway User Revenue Fund - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents	71,416.36	18,855.81	224,376.44
Receivables	122,511.54	0.00	0.00
Total Current Assets	<u>193,927.90</u>	<u>18,855.81</u>	<u>224,376.44</u>
Total Assets:	<u>193,927.90</u>	<u>18,855.81</u>	<u>224,376.44</u>
Liabilites and Fund Equity:			
Liabilities:			
Current liabilities	(24,480.66)	7,442.00	0.01
Payroll liabilities	(8,295.07)	0.00	0.00
Total Liabilities:	<u>(32,775.73)</u>	<u>7,442.00</u>	<u>0.01</u>
Equity - Paid In / Contributed	(161,152.17)	(26,297.81)	(224,376.45)
Total Liabilites and Fund Equity:	<u>(193,927.90)</u>	<u>(18,855.81)</u>	<u>(224,376.44)</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

TOWN OF EAGAR
Standard Financial Report
30 Highway User Revenue Fund - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Original Budget</u>	<u>Revised Budget</u>
Change In Net Position					
Revenue:					
Intergovernmental revenue	1,221,794.45	107,529.75	207,981.85	1,721,882.00	1,721,882.00
Miscellaneous revenue	131,300.42	0.00	0.00	3,000.00	3,000.00
Total Revenue:	1,353,094.87	107,529.75	207,981.85	1,724,882.00	1,724,882.00
Expenditures:					
Highways and public improvements					
HURF	1,399,274.44	81,231.94	144,757.57	1,390,347.00	1,390,347.00
Total Highways and public improvements	1,399,274.44	81,231.94	144,757.57	1,390,347.00	1,390,347.00
Transfers out	0.00	0.00	0.00	500,000.00	500,000.00
Total Expenditures:	1,399,274.44	81,231.94	144,757.57	1,890,347.00	1,890,347.00
Total Change In Net Position	(46,179.57)	26,297.81	63,224.28	(165,465.00)	(165,465.00)

TOWN OF EAGAR
Standard Financial Report
34 General Fund Impact Fees - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

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

TOWN OF EAGAR
Standard Financial Report
35 Grants Fund - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents	27,616.39	73,551.62	(52,667.95)
Receivables	974,174.39	(110,340.23)	0.00
Total Current Assets	<u>1,001,790.78</u>	<u>(36,788.61)</u>	<u>(52,667.95)</u>
Total Assets:	<u>1,001,790.78</u>	<u>(36,788.61)</u>	<u>(52,667.95)</u>
Liabilities and Fund Equity:			
Liabilities:			
Current liabilities	(1,044,231.55)	0.00	0.00
Total Liabilities:	<u>(1,044,231.55)</u>	<u>0.00</u>	<u>0.00</u>
Equity - Paid In / Contributed	42,440.77	36,788.61	52,667.95
Total Liabilities and Fund Equity:	<u>(1,001,790.78)</u>	<u>36,788.61</u>	<u>52,667.95</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

TOWN OF EAGAR
Standard Financial Report
35 Grants Fund - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
Change In Net Position					
Revenue:					
Intergovernmental revenue	1,559,677.94	451,411.20	489,291.57	17,484,991.00	17,484,991.00
Miscellaneous revenue	578.92	0.00	0.00	0.00	0.00
Total Revenue:	1,560,256.86	451,411.20	489,291.57	17,484,991.00	17,484,991.00
Expenditures:					
General government					
General Government	911,150.29	468,291.57	468,291.57	0.00	0.00
Total General government	911,150.29	468,291.57	468,291.57	0.00	0.00
Public safety					
Fire	20,725.06	0.00	0.00	0.00	0.00
Total Public safety	20,725.06	0.00	0.00	0.00	0.00
Highways and public improvements					
HURF	0.00	10,000.00	10,000.00	0.00	0.00
Total Highways and public improvements	0.00	10,000.00	10,000.00	0.00	0.00
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
TEP - GRANT WRITER	19,700.00	1,500.00	1,500.00	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	8,408.24	19,727.18	17,484,991.00	17,484,991.00
Total Expenditures:	1,768,484.43	488,199.81	499,518.75	17,484,991.00	17,484,991.00
Total Change In Net Position	(208,227.57)	(36,788.61)	(10,227.18)	0.00	0.00

TOWN OF EAGAR
Standard Financial Report
50 Utility Enterprise Fund - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents	2,481,092.98	4,973.54	2,565,554.60
Receivables	231,422.93	(30,380.20)	193,454.20
Other current assets	144,216.98	0.00	144,216.98
Total Current Assets	<u>2,856,732.89</u>	<u>(25,406.66)</u>	<u>2,903,225.78</u>
Non-Current Assets			
Capital assets			
Work in Process	30,000.00	0.00	30,000.00
Property	20,070,027.21	0.00	20,070,027.21
Accumulated depreciation	(14,416,180.12)	0.00	(14,416,180.12)
Total Capital assets	<u>5,683,847.09</u>	<u>0.00</u>	<u>5,683,847.09</u>
Other non-current assets	138,610.00	0.00	138,610.00
Total Non-Current Assets	<u>5,822,457.09</u>	<u>0.00</u>	<u>5,822,457.09</u>
Total Assets:	<u>8,679,189.98</u>	<u>(25,406.66)</u>	<u>8,725,682.87</u>
Liabilites and Fund Equity:			
Liabilities:			
Current liabilities	(120,688.25)	17,339.28	(71,548.87)
Payroll liabilities	(128,765.10)	0.00	(112,084.06)
Deferred revenue	(80,660.13)	0.00	(80,660.13)
Long-term liabilities	(555,982.00)	0.00	(555,982.00)
Total Liabilities:	<u>(886,095.48)</u>	<u>17,339.28</u>	<u>(820,275.06)</u>
Equity - Paid In / Contributed	(7,793,094.50)	8,067.38	(7,905,407.81)
Total Liabilites and Fund Equity:	<u>(8,679,189.98)</u>	<u>25,406.66</u>	<u>(8,725,682.87)</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

TOWN OF EAGAR
Standard Financial Report
50 Utility Enterprise Fund - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Original Budget</u>	<u>Revised Budget</u>
Income or Expense					
Income From Operations:					
Operating income	1,854,039.36	174,658.47	382,298.19	2,032,706.00	2,032,706.00
Operating expense					
Water	1,014,940.33	108,031.77	166,998.86	1,321,130.00	1,321,130.00
Wastewater	757,120.76	81,095.23	117,187.17	895,864.00	895,864.00
Total Operating expense	<u>1,772,061.09</u>	<u>189,127.00</u>	<u>284,186.03</u>	<u>2,216,994.00</u>	<u>2,216,994.00</u>
Total Income From Operations:	<u>81,978.27</u>	<u>(14,468.53)</u>	<u>98,112.16</u>	<u>(184,288.00)</u>	<u>(184,288.00)</u>
Non-Operating Items:					
Non-operating income	106,186.10	6,401.15	14,201.15	0.00	0.00
Non-operating expense	38,025.61	0.00	0.00	500,000.00	500,000.00
Total Non-Operating Items:	<u>68,160.49</u>	<u>6,401.15</u>	<u>14,201.15</u>	<u>(500,000.00)</u>	<u>(500,000.00)</u>
Total Income or Expense	<u>150,138.76</u>	<u>(8,067.38)</u>	<u>112,313.31</u>	<u>(684,288.00)</u>	<u>(684,288.00)</u>

TOWN OF EAGAR
Standard Financial Report
60 Enterprise Capital Projects - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

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

TOWN OF EAGAR
Standard Financial Report
91 Governmental Capital Assets - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Net Position			
Assets:			
Non-Current Assets			
Capital assets			
Work in Process	1,102,990.68	0.00	1,102,990.68
Property	35,731,894.01	0.00	35,731,894.01
Accumulated depreciation	(18,867,502.19)	0.00	(18,867,502.19)
Total Capital assets	<u>17,967,382.50</u>	<u>0.00</u>	<u>17,967,382.50</u>
Total Non-Current Assets	<u>17,967,382.50</u>	<u>0.00</u>	<u>17,967,382.50</u>
Total Assets:	<u>17,967,382.50</u>	<u>0.00</u>	<u>17,967,382.50</u>
Liabilites and Fund Equity:			
Equity - Paid In / Contributed	(17,967,382.50)	0.00	(17,967,382.50)
Total Liabilites and Fund Equity:	<u>(17,967,382.50)</u>	<u>0.00</u>	<u>(17,967,382.50)</u>
Total Net Position	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

TOWN OF EAGAR
Standard Financial Report
91 Governmental Capital Assets - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Original Budget</u>	<u>Revised Budget</u>
Change In Net Position					
Expenditures:					
Miscellaneous	1,066,245.53	0.00	0.00	0.00	0.00
Total Expenditures:	<u>1,066,245.53</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Change In Net Position	<u>(1,066,245.53)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

TOWN OF EAGAR
Standard Financial Report
95 Governmental Long-Term Liabilities - 08/01/2026 to 08/31/2026
16.67% of the fiscal year has expired

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

Town of Eagar
FY25/26 Historical Revenue Report

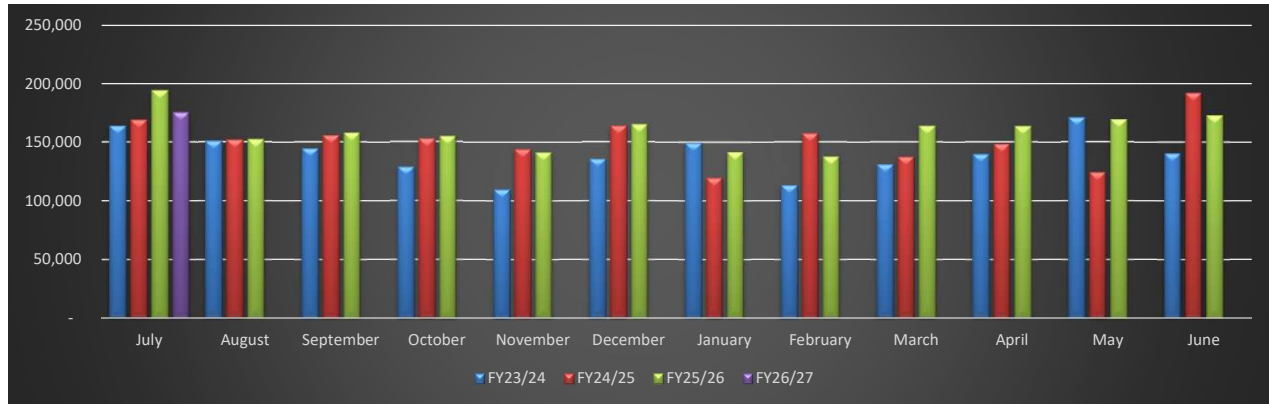
	FY23/24	FY24/25	FY25/26	FY26/27	\$ Difference	% Difference
<u>Local Sales Taxes</u>						
<i>Budgeted</i>	1,429,711	1,472,602	1,827,972	1,824,657	(3,315)	0%
July	164,018	169,239	194,259	175,434	(18,825)	-10%
August	151,156	152,119	152,477	-	-	0%
September	144,823	155,958	158,193	-	-	0%
October	128,957	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	\$ 175,434.18	\$ (18,824.96)	5.4%
% Change	-2%	8%	-1%			

	FY23/24	FY24/25	FY25/26	FY26/27	\$ Difference	% Difference
<u>State Shared Revenues (Shared Sales, Income, VLT)</u>						
<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	\$ 174,752	8,362	5%
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	\$ 358,786.03	\$ 22,201.68	-3.7%
% Change	14%	-4%	1%			

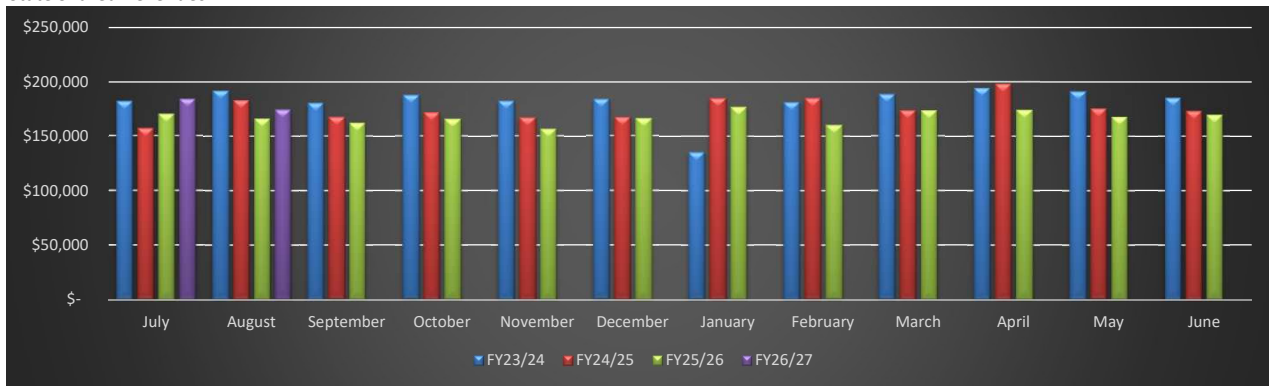
	FY23/24	FY24/25	FY25/26	FY26/27	\$ Difference	% Difference
<u>HURF Revenues</u>						
<i>Budgeted</i>	\$ 1,286,988	\$ 1,286,988	\$ 1,261,743	\$ 1,221,882	(39,861)	-3%
July	\$ 107,203	\$ 107,171	\$ 103,198	\$ 100,452	(2,746)	-3%
August	\$ 99,597	\$ 109,421	\$ 80,253	\$ 107,530	27,276	34%
September	\$ 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	\$ 207,981.85	\$ 24,530.58	-4.5%
% Change	2%	0%	2%			

FY24	FY25	FY26	FY27
\$ 5,071,606	\$ 5,204,216	\$ 5,149,998	\$ 742,202
5.5%	2.6%	1.9%	0.0%

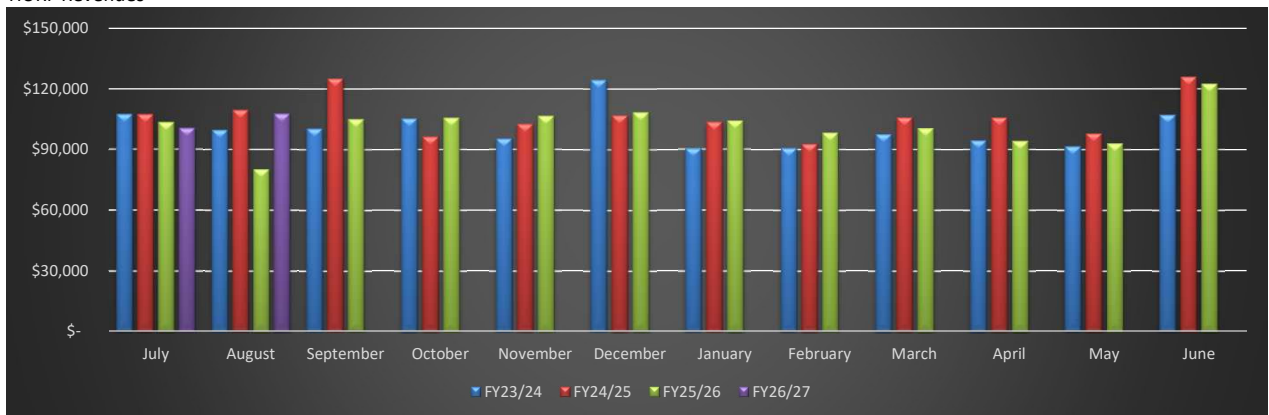
Local Sales Tax



State Shared Revenues



HURF Revenues





TOWN OF EAGAR
REGULAR COUNCIL MEETING

OCTOBER 6, 2026 at 6:00 PM

COUNCIL CHAMBER, 22 WEST 2ND STREET

STAFF COMMUNICATION

DEPARTMENT: Town Clerk

AGENDA ITEM: 8A

With the transition to the new Town Council, four council assignments need to be filled by new councilmembers. The highlighted names on the attached 2026 Board and Committee Members sheet identify the assignments requiring updates. For the Eagar Beautification Committee, the recommendation is to retain Marsha Tucker as a citizen member in place of the councilmember assignment, working with Town staff.

Please review the following assignments and consider which new councilmembers will serve in these positions:

Board or Committee	Highlighted Member to Be Replaced
Blue Hills Environmental	Brandon Slade
Cemetery Committee	Marsha Tucker
Fire Department Pension Board	Ray Hamblin
Utilities Board	Brandon Slade

Requested Council Action

Select new councilmembers to fill the four assignments listed above and retain Marsha Tucker on the Eagar Beautification Committee as a citizen member in place of the councilmember assignment.

Attachment: 2026 Board and Committee Members

**COUNCIL AND ADMINISTRATIVE ASSIGNMENTS
TO VARIOUS BOARDS/COMMITTEES**

BOARDS/COMMITTEES	ASSIGNED PERSONS	TERM DATE
Apache County Drug Free Alliance	Town Manager	None
Apache County Youth Council	Town Clerk and Mayor	None
Blue Hills Environmental	Brandon Slade Town Manager	None
Board of Adjustments	Planning & Zoning has taken over	None
Cemetery Committee (7-member board, No terms)	Vice- mayor Marsha Tucker Councilor Bryce Burnham Town Manager PW Director (or public works rep.) Jennifer LaRue (Chair) Courtney Geisler Lori LeSueur	None
Design Review Board	Planning & Zoning has taken over	
Eagar Beautification Committee	Vice-mayor Marsha Tucker Citizen Debra Seeley Public Works Director Town Clerk Town Manager	None
Fire Department Pension Board (4 year terms)	Councilor Ray Hamblin Robert Pena Jacob Orona Cauy Fillingim John Clark, Citizen (No Term) Jessica Vaughan, Secretary (No Term)	January 2027 January 2027 January 2027
BOARDS/COMMITTEES	ASSIGNED PERSONS	TERM DATE
Municipal Property Corporation (3 year terms)- Need all new Members	Mayor Guy Phelps Brannon Eagar Vacant, President Vacant, Secretary/Treasurer Vacant, Citizen	
NACOG Regional Council	Town Manager Councilor, William Greenwood	None
Planning & Zoning Commission (3 year terms)	Chelsea Slade (Chair) Brenda Ciminski Kristi Penrod JoElla Younkin Debra Seeley Jeffery Swango	April 2027 Nov 2028 Nov 2027 Feb 2028 Aug 2028 Aug 2030

	Becky Crosby	Nov 2028
Utilities Board	Councilor Brandon Slade Town Manager John Pedroncelli David Lamm Debra Seeley	None

RESOLUTION NO. 2026-15

**RESOLUTION OF AUTHORIZATION BY THE MAYOR AND COUNCIL
OF THE TOWN OF EAGAR, ARIZONA, A MUNICIPAL
CORPORATION OF THE STATE OF ARIZONA, ASSIGNING SIGNORS
TO THE TOWN OF EAGAR BANK ACCOUNTS WITH NATIONAL
BANK OF ARIZONA.**

WHEREAS, it is required under the guidelines of National Bank of Arizona (NBA) that signors to the Town of Eagar bank accounts, 0680000425 and 0680000548, be assigned through resolution.

WHEREAS, the Town of Eagar desires to assign signatories as follows.

Guy Phelps, Mayor
Bryce Burnham, Vice-Mayor
Brannon Eagar, Town Manager
Jessica Vaughan, Town Clerk
David Lamm, Finance Director

THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Eagar, Arizona, that the Town Council authorizes signors to the NBA accounts as listed above.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Eagar, Arizona this 6th day of October 2026.

Attest:

Approved:

Jessica Vaughan, Town Clerk

Guy Phelps, Mayor

Approved as to Form:

Brett Rigg, Town Attorney



TOWN OF EAGAR
REGULAR COUNCIL MEETING

OCTOBER 6, 2026 at 6:00 PM

COUNCIL CHAMBER, 22 WEST 2ND STREET

STAFF COMMUNICATION

DEPARTMENT: Community Development

PRESENTATION: EDA grant approval of RFP submission.

AGENDA ITEM: 8C

BUDGET IMPACT: Covered by EDA grant funds.

HISTORY: The Town of Eagar received an EDA grant to assist in the development of a plan for the industrial park area along Central for future economic growth and development. The Town of Eagar received 1 submission from EPS engineering for the proposal request.

ATTACHMENTS: Proposal

STAFF RECOMMENDATION: Staff recommends that the Town Council authorize the approval of the submitted proposal from EPS engineering for the EDA Industrial Park grant and to allow the Town Manager to sign any documentation required.



September 28, 2026

Request for Proposal Response for
TOWN OF EAGAR

ENGINEERING SERVICES FOR INDUSTRIAL PARK DEVELOPMENT PLAN

ORIGINAL



1130 N. Alma School Road, Suite 120
Mesa, Arizona 85201





September 28, 2026

Town of Eagar
Attn: Jessica Vaughan, Town Clerk
j.vaughan@eagaraz.gov
22 W. 2nd Street
P.O. Box 1300
Eagar, AZ 85925

COVER LETTER

RE: Proposal for Town of Eagar Engineering Services for Industrial Park Development Plan

Dear Members of the Selection Committee:

EPS Group understands the Town of Eagar needs an industrial park that is permitted, EDA-compliant, and delivered on schedule so approximately 300 acres along West Central Highway 260 can attract employers and investment. Our integrated team will provide survey, geotechnical investigation, environmental clearance, permitting, infrastructure design, utility coordination, grading and drainage, and federal grant reporting under one accountable scope.

- **Arizona's Largest Locally Owned Civil Engineering and Survey Firm**—Founded in Mesa in 2003, EPS Group has grown to more than 300 professionals with in-house civil engineering, survey, planning, landscape architecture, and construction management. Eagar receives the responsiveness of a local firm backed by the surge capacity of a large one.
- **Trusted Partner to Small Rural Arizona Towns**—EPS Group has delivered civil engineering services for communities including the Town of Superior and the City of Globe, demonstrating an understanding of small-municipality priorities and the funding realities that shape their projects. Our team also has direct experience managing projects with grant-funding requirements.
- **Environmental Clearance and Permitting Depth**—EPS Group and subconsultant Tierra have worked together for over a decade preparing NEPA-compliant environmental clearance documents for ADOT-administered projects, and our team has the experience needed to secure 404 permitting. Geotechnical support is provided by Ninyo & Moore.
- **Proven Large-Scale Site Infrastructure Experience**—As prime consultant on Litchfield Square at City Center, a 33-acre, \$40 million legacy project, EPS Group delivered roadway, roundabouts, water and sewer, grading and drainage, and underground stormwater retention. Our civil and survey scope for the Rancho La Loma project in Litchfield Park encompasses site grading, drainage, stormwater management, water, sewer, utility coordination, and roadway design across a large master-planned site.
- **Federal Compliance Readiness**—EPS Group certifies that we are not currently debarred, suspended, or excluded from participation in federal programs, and we are prepared to meet all EDA and 2 CFR Part 200 recordkeeping and reporting requirements.

We are committed to the Town's schedule, from Notice to Proceed on October 12, 2026, through Final Design on December 20, 2027. Bryan Martin, PE, PTOE, will serve as the Town's single point of contact.

We look forward to helping the Town advance this important economic development project.

Sincerely,

Two handwritten signatures in blue ink. The first signature is 'Bryan Martin' and the second is 'Greg Froehlich'.

Bryan Martin, PE
Project Manager, Public Works
EPS Group, Inc.
928.245.4394
bryan.martin@epsgroupinc.com

Greg Froehlich, PE
Senior Director, Public Works | Project Principal / QAQC
EPS Group, Inc.
480.355.0224
greg.froehlich@epsgroupinc.com



FIRM PROFILE

PRIMARY CONTACT

-  Bryan Martin, PE, PTOE
Project Manager, Public Works
-  928.245.4394
-  bryan.martin@epsgroupinc.com

FIRM SNAPSHOT

-  Founded in 2003
-  40+ Professional Engineers
-  6 Licensed Landscape Architects
-  Arizona-Based with Colorado Presence
-  Multidisciplinary Design Team
-  Extensive County & Municipal Experience

EIN:	43-2017157
UEI:	EZWLVL7JU9Y6
E-Verify ID:	231562

SERVICES

- Roadway Design
- Transportation & Traffic Engineering
- Land Development
- Utility Design & Coordination
- Land Surveying
- SUE / Potholing
- Land Planning
- Landscape Architecture
- Construction Management
- General Contracting

INDUSTRIES

- Government
- Higher Education
- K-12 Education
- Healthcare
- Sports & Recreation
- Senior Living
- Hospitality
- Mixed Use
- Retail
- Industrial
- Residential
- Mining

Founded in Mesa, Arizona in 2003, EPS Group has grown into Arizona's largest locally owned land and infrastructure consulting firm. Through the integration of respected, well-established regional firms, including Northern Engineering and TST, Inc. Consulting Engineers, EPS has strengthened its technical capabilities and broadened its geographic reach while keeping the personalized service and local relationships that have defined the firm since its founding.

With nearly 300 professionals, EPS provides engineering, surveying, planning, landscape architecture, construction management, and related services for counties, municipalities, state agencies, tribal communities, and special districts. Our multidisciplinary team supports transportation improvements, traffic engineering, utility infrastructure, water and wastewater systems, drainage and floodplain management, public facilities, parks and recreation, and community enhancement projects. By offering these services under one roof, EPS delivers efficient project coordination, streamlined communication, and practical solutions tailored to each client's needs.

EPS has been selected by numerous city, county, and state agencies throughout Arizona for prime engineering, surveying, landscape architecture, and construction administration contracts. Our experience includes both project-specific assignments and ongoing on-call services, giving clients responsive technical support and scalable resources for projects of varying size and complexity. This work has given our team a thorough understanding of public-sector project delivery, stakeholder coordination, schedule management, and budget stewardship.

EPS recently transitioned to employee ownership through an Employee Stock Ownership Plan (ESOP). As employee-owners, our professionals are personally invested in delivering exceptional service, technical excellence, and long-term value to the clients and communities we serve.

With offices throughout Arizona and Colorado, EPS offers the resources of a large multidisciplinary firm with the accessibility and responsiveness of a trusted local partner. We are committed to helping public agencies deliver infrastructure improvements that enhance safety, mobility, reliability, and quality of life for their communities.



EPS Group Headquarters | Arizona



CURRENT ON-CALL CONTRACTS & STATEWIDE PROJECT EXPERIENCE

EPS maintains numerous active on-call and pre-qualified contracts with public agencies throughout Arizona while also delivering transportation, utility, drainage, surveying, and public infrastructure projects across the state. Together, this experience demonstrates our understanding of public-sector project delivery and our ability to support clients in communities large and small throughout Arizona.



PROUDLY SERVING

STATE AGENCIES, COUNTIES, CITIES, TOWNS, AND SPECIAL DISTRICTS THROUGHOUT ARIZONA.



30+

ACTIVE ON-CALL &
PRE-QUALIFIED
CONTRACTS



20+

ARIZONA PUBLIC
AGENCY CLIENTS

REPRESENTATIVE SERVICES PROVIDED

Transportation Engineering

- Roadway Design
- Transportation Planning
- Traffic Engineering

Utilities & Infrastructure

- Utility Design
- Utility Coordination
- Water & Wastewater Systems

Drainage & Floodplain

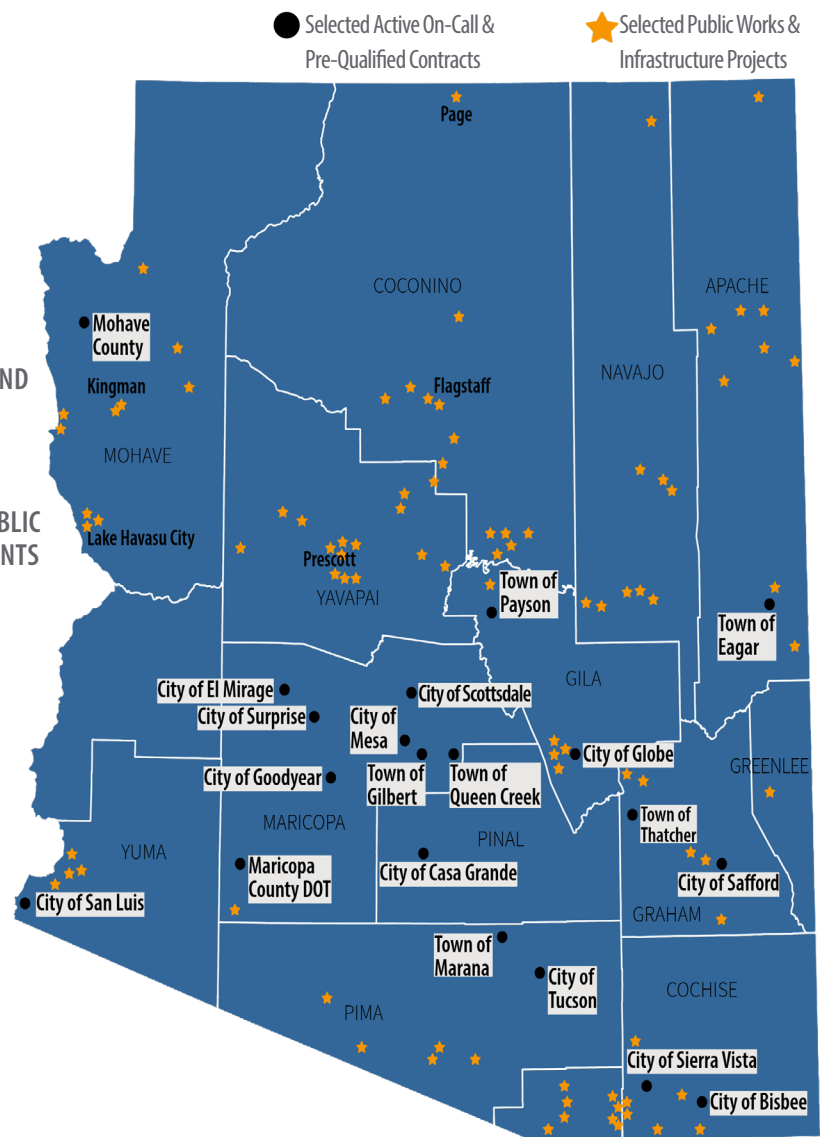
- Stormwater Infrastructure
- Floodplain Management

Surveying & SUE

- Right-of-Way Mapping
- Utility Mapping
- Construction Staking

Additional Services

- Landscape Architecture
- Planning
- Surveying
- Construction Management



ARIZONA PROFESSIONAL LICENSES

Office	License No.	Expiration date	Services
Mesa	11727-0	11/27/2026	Civil • Survey • Landscape Architecture
Tucson	11727-1	03/08/2027	Civil • Survey
Phoenix	11727-3	11/01/2027	Land Surveying
Goodyear	11727-4	11/01/2027	Civil • Survey



PUBLIC WORK TECHNICAL EXPERTISE

Transportation Engineering

EPS provides transportation engineering services for roadway and public infrastructure projects throughout Arizona. Our team supports projects from planning and conceptual development through final design, permitting, utility coordination, and construction support. We have extensive experience delivering roadway improvements for counties, municipalities, state agencies, tribal communities, and special districts.

Services Include:

- Roadway Design
- Transportation Planning
- Corridor & Alignment Studies
- Multimodal Facilities
- Pedestrian & Bicycle Improvements
- Railroad Coordination
- Utility Coordination
- Construction Administration

Traffic Engineering

EPS employs Professional Traffic Operations Engineers (PTOE) experienced in analyzing transportation systems and developing solutions that improve mobility and safety. Our traffic engineers work closely with roadway design teams and public agencies to evaluate operations, support development planning, and improve the performance of existing transportation networks.

Services Include:

- Traffic Impact Studies
- Signal Warrant Analysis
- Traffic Signal Design
- Safety Evaluations
- Intersection Operations Analysis
- Access Management
- Parking & Circulation Studies
- Roundabout Analysis

Utilities & Infrastructure

EPS provides planning, design, and construction support services for public utility infrastructure systems. Our experience includes water distribution, wastewater collection, reclaimed water, storm drainage, utility relocations, and capital improvements for public agencies throughout Arizona.

Services Include:

- Water Systems
- Wastewater Systems
- Reclaimed Water Systems
- Wells & Pump Stations
- Capital Improvement Planning
- Force Mains & Gravity Sewers

Drainage & Floodplain Services

Our drainage professionals provide hydrologic and hydraulic analysis, floodplain management, and stormwater design services supporting transportation, utility, and public infrastructure projects throughout Arizona.

Services Include:

- Drainage Studies
- Floodplain Analysis
- Stormwater Management
- Culvert & Channel Design
- Drainage Master Planning
- Hydrologic & Hydraulic Modeling

Surveying & SUE Services

EPS provides comprehensive surveying and subsurface utility engineering services to support projects from planning and design through construction.

Services Include:

- Boundary & Topographic Surveys
- Right-of-Way Surveys
- Utility Mapping
- Construction Staking
- SUE & Potholing Coordination
- GIS Support

Additional Professional Services

EPS also provides the following services in support of public infrastructure and community development projects:

- Land Planning
- Landscape Architecture
- Construction Management
- Public Facilities Design
- Parks & Recreation Improvements
- GIS Mapping & Analysis
- Capital Improvement Program Support
- Construction Administration & Inspection





PROJECT UNDERSTANDING & APPROACH

EPS will establish itself as an extension of Town staff. Having the Project Manager, Bryan Martin, as a local resident will greatly help in this process. He is already familiar with the Town, staff, and local development.

EPS will do the following:

1. Confirm project requirements and existing conditions

We will meet with the Town, potential developers, and relevant utility and service providers to confirm the development property and available information. This will include site boundaries and elevations, proposed land uses, building areas, employee and process-water demands, fire-protection requirements, wastewater characteristics, anticipated buildout, and fiber service requirements.

We will review available utility maps, planning documents, system studies, permits, and records. Field reconnaissance will document visible infrastructure and potential connections, while recognizing that record information and field observations may need to be verified by utility providers or additional investigation.

2. Evaluate water service

We will estimate average day, max day, and peak hour demands, including process, domestic, landscape irrigation, and fire-flow needs. In coordination with the Town, we will calculate the required line size to service the proposed property. We will calculate the required source, booster pump capacity, and storage capacity required to service the proposed property. The existing system will not be evaluated.

3. Evaluate wastewater service

We will estimate sanitary and process wastewater flows and characterize anticipated discharge conditions based on the proposed industry. We will assess available collection capacity to service the property and connection options to the existing wastewater system. The required treatment capacity for the property will be calculated. The existing wastewater collection system will not be evaluated.

4. Evaluate drainage and stormwater

We will review site topography, drainage patterns, soils information, floodplain data, and downstream constraints. A preliminary drainage assessment will estimate runoff for applicable design storms and identify concepts for conveyance, detention or retention, erosion control, and stormwater quality.

5. Evaluate fiber-optic service and other dry utilities

We will contact relevant telecommunications and electric power providers to identify nearby fiber/power lines, available capacity, service options, points of connection, and extension requirements. The review will consider redundancy, construction phasing, easements, and the development's capacity, reliability, and latency needs.

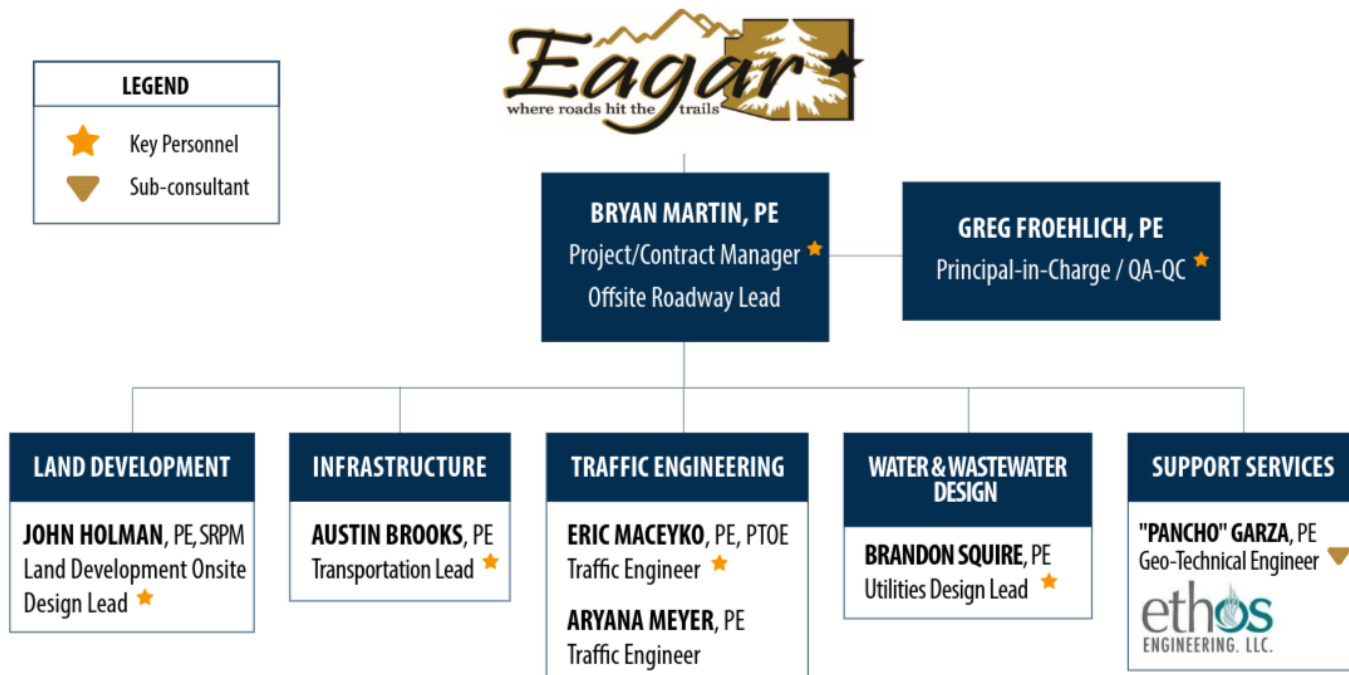
6. Compare alternatives and document findings

We will prepare a technical memorandum summarizing existing conditions, demand assumptions, capacity findings, service alternatives, anticipated improvements, key risks, permitting needs, and planning-level cost and schedule ranges. Recommendations will distinguish between confirmed information and items requiring provider confirmation or additional study.



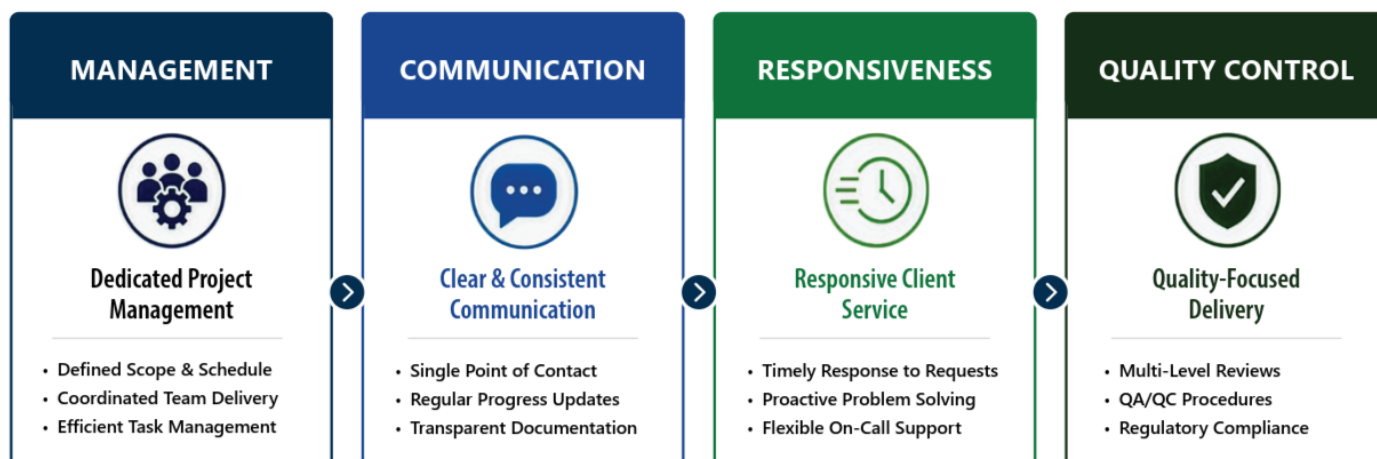
TEAM QUALIFICATIONS

ORGANIZATIONAL CHART



OUR MANAGEMENT APPROACH

EPS is committed to delivering exceptional results through strong management practices, clear communication, responsive service, and rigorous quality control.





KEY PERSONNEL



Bryan Martin, PE

Project/Contract Manager, Offsite Roadway Lead

Experience - Total/Firm
16/ 16 years

Education BS, Civil Engineering
Registration AZ PE # 58920

Bryan has more than 16 years of design experience, all of it at EPS Group. His past work on dozens of transportation projects has helped him develop solid plan preparation and roadway design skills utilizing Microstation, InRoads and AutoCAD. He has also completed a variety of traffic impact and parking studies using Synchro and SimTraffic. Bryan's attention to detail and understanding of the interactions between roadway, bicycle, pedestrian and ADA design parameters gives our clients confidence that each mode of travel is accommodated.

Experience

- Butler Street Reconstruction | Eagar, AZ
- Main Street Sewer & Pavement Rehab | Eagar, AZ
- Sewer Project at Hwy 180/191 Junction | Eagar, AZ
- ADOT: East-West Corridor, SR 347 to Port Road | Maricopa, AZ
- ADOT: Russell Road, Arica to I-8 and I-8 to SR 84 | Stanfield, AZ
- ADOT: US 60, Silver King to Superior Road Widening | Superior, AZ
- ADOT: I-40, West Kingman Traffic Interchange (TI) DCR | Kingman, AZ
- ADOT: I-40, Joseph City Pavement Preservation | Joseph City, AZ
- MCDOT: Jackrabbit Trail Small Area Transportation Study | Surprise, AZ
- MCDOT: Southern Avenue, 51st Avenue to 37th Lane | Phoenix, AZ
- MCDOT: Northern Parkway, El Mirage Alternative Access Roads | El Mirage, AZ



Greg Froehlich, PE

Senior Director of Public Works | Project Principal, QA/QC

Experience - Total / Firm
29 / 20 years

Education BS, Civil Engineering
Registration AZ PE # 37285

Greg has more than 29 years of experience delivering roadway, transportation, utility, and public infrastructure projects for state, county, and municipal clients throughout Arizona. As Project Principal, Greg provides executive oversight, technical guidance, and quality assurance throughout project delivery. His extensive experience managing public works assignments allows him to effectively support project teams while ensuring designs, reports, and technical documents meet client objectives and industry standards. Greg's commitment to communication, quality control, and responsive client service helps ensure

successful outcomes for every assignment.

Experience

- Town of Gilbert, Lindsay Road: Pecos Road to SR 202 | Design Engineer
- City of Chandler, Willis Road / Union Pacific Railroad Improvements | Project Manager
- City of Chandler, Armstrong Way and Hamilton St Improvements | Project Mgr.
- Town of Thatcher, 8th Street Reconstruction | Project Manager
- ADOT, Stadium Trail Phase 1, 73rd Avenue to 83rd Avenue | Project Manager

Additional Relevant Projects

- Town of Gilbert, Gilbert & Guadalupe Intersection | Project Engineer



KEY PERSONNEL



Austin Brooks, PE

Director of Infrastructure, Public Works

Experience - Total/Firm
24 / <1 years

Education BS, Civil Engineering
Registration AZ PE # 46667

Austin has 24 years of experience managing public infrastructure projects throughout Arizona, including roadway, utility, water and wastewater, and municipal improvement projects. His background includes project planning, budgeting, design oversight, and delivery of complex public-sector assignments for municipalities and government agencies. As Project Manager, Austin provides leadership, resource management, and client coordination to ensure projects are delivered efficiently, responsively, and in accordance with client objectives. His experience managing multidisciplinary teams and overseeing multiple task orders makes him well suited to support Navajo County's on-call engineering and technical service needs.

Experience

- City of Phoenix, TSMC Infrastructure Improvements
- City of Mesa, Central Mesa Reuse Pipeline North Segment
- City of Mesa, Pecos Road Relief Sewer
- Town of Gilbert, Cooper: Encinas to Baseline
- Town of Gilbert, Ocotillo: 148th to Greenfield
- Town of Gilbert, San Tan Village Pkwy: Ray Rd to Williams Field Rd

On-Call Contracts | Project Manager

- City of Phoenix Citywide General Civil On-Call Services
- City of Glendale General Civil On-Call Services
- City of Tolleson Engineering On-Call Services
- City of Goodyear General Civil On-Call Services
- City of Phoenix Water Main Replacement On-Call Services
- Arizona State Land Department Engineering Services On-Call



John Holman, PE, SRPM

Land Development Onsite Lead

Experience - Total / Firm
17 / 5 years

Education BS, Civil Engineering
Registration AZ PE # 59630

John brings a diverse skill set and background in transportation projects to EPS Group, with over a decade of experience in the field ranging from small wash crossings on dirt roads to new urban highway design. Such variety has given him an extensive grasp on the tools required for infrastructure design like AutoCAD, Civil 3D, MicroStation, InRoads, and dozens of specialty applications for design and analysis. John has designed roadway projects for most municipalities around the Valley, focusing on safety, multimodality and timely and efficient designs. He commits himself to expanding his knowledge base and exceeding the

goals of his clients.

Experience

- Global Water Resources | Pinal Farms Master Plan
- Global Water Resources | Pinal Farms CAIDD, MSIDD & UPRR Crossing Plans
- Global Water Resources | Project Go West – Papago Road & Ralston Road 16" Water & 8" Sewer Force Main
- Global Water Resources | Terrazo WDC Record Drawings
- Town of Queen Creek | Meridian Road – Germann to SR 24 – 8"-24" gravity sewer, 8"-24" Water | Queen Creek, AZ
- City of Mesa/Private Developer | Destination at Gateway (Berge): 8-inch–15-inch gravity sewer, 8-inch–24-inch water | Mesa, AZ
- Cannon Beach Surf Park | Mesa, AZ
- Elliot & Ellsworth Mixed Use | Mesa, AZ

- Ironwood & Pima Multi-Use | Mesa, AZ
- Recker & 202 Mixed Use | Mesa, AZ
- Mesa 270 | Mesa, AZ
- Mesa Industrial 35 | Mesa, AZ
- Arizona & Riggs Retail | Chandler, AZ
- Estrella & Yuma Retail | Goodyear, AZ
- Potato Barn | Goodyear, AZ
- Gary & Skyline Retail | Pinal County, AZ
- Sacaton Retail Center | Gila River Indian Community, AZ
- National Gypsum Company | Eloy Plant Layout Revision | Eloy, AZ



KEY PERSONNEL



Eric Maceyko, PE, PTOE

Traffic Engineer

Experience - Total / Firm

26 / 15 years

Education - Degree BS, Civil Engineering

Registration AZ PE # 42629 | PTOE # 2105

Eric has 26 years of experience providing traffic engineering and transportation planning services for public agencies throughout Arizona. His expertise includes traffic impact studies, traffic signal design, intersection analysis, multimodal transportation planning, roadway safety evaluations, and traffic operations. Eric has successfully supported municipalities, counties, and ADOT on projects ranging from corridor studies to roadway improvement and traffic-control design. His technical expertise and practical approach help clients improve mobility, safety, and long-term transportation system performance.

Experience

Traffic Engineering & Transportation

- SRPMIC Traffic Signals Design & Study | Salt River Pima-Maricopa Indian Community
- Signal Warrant Analysis for 90th Street | Salt River Pima-Maricopa Indian Community
- GRIC Traffic Control Review | Hunter Contracting
- GRIC Traffic Control Review, Sacaton | Hunter Contracting

Traffic Studies & Site Circulation

- Queen Creek High School No. 3 | Traffic Impact Analysis & Site Circulation
- Queen Creek Elementary No. 7 | Traffic Impact Analysis & Site Circulation
- Sorrento K-8 School | Traffic Impact Analysis & Site Circulation

Additional Experience

- Town of Gilbert, Ocotillo Road: 148th St to Greenfield Rd
- Town of Gilbert, Lindsay: Pecos to SR 202 Lindsay Rd: New SR 202 T.I.
- City of El Mirage, Flashing Yellow Arrow City-Wide Retrofit
- City of Mesa, Red Mtn. Shared-Use Path



Brandon Squire, PE

Utilities Design Lead

Experience - Total / Firm

32 / 12 years

Education BS, Civil Engineering

Registration AZ PE # 35177

Brandon has more than 32 years of experience providing water and wastewater engineering services for municipalities, public agencies, and utility providers. He has successfully delivered planning, design, and construction support services for water distribution systems, storage facilities, lift stations, wastewater collection systems, and treatment infrastructure. Brandon has extensive experience supporting public-sector clients through on-call contracts and is recognized for developing practical solutions, managing complex utility projects, and delivering responsive service that meets client

needs and project objectives.

Experience

Water & Wastewater Infrastructure

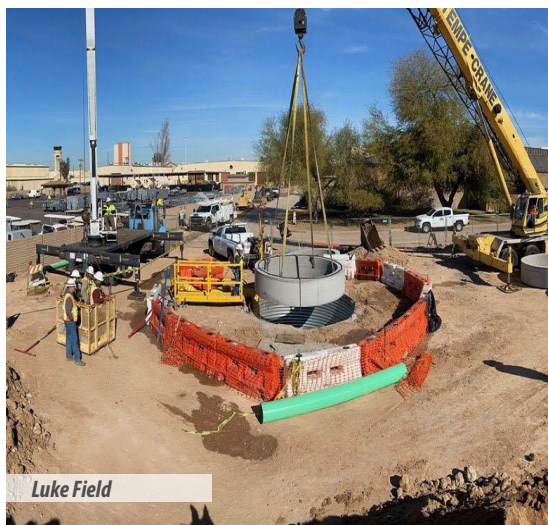
- Buckskin Mountain State Park WWS | ADOA
- River Island State Park WWS Upgrades | ADOA
- Barnette Well Electrical Upgrades | Town of Wickenburg
- Cool Pines Phase A Water Line Replacement | Pine Strawberry Water Improvement District
- Eagar Church Well | Town of Eagar
- Valley View Sewer Connection | Town of Eagar

Public Agency On-Call & Utility Services

- 2026 Pre-Qualified Technical Registrants | Mohave County
- General Engineering Services | City of Litchfield Park
- General District Engineer Services | Pine Strawberry Water Improvement District
- Litchfield Park City Center | City of Litchfield Park
- House Rock Water System Analysis | Arizona Game and Fish Department



RELEVANT PROJECT EXPERIENCE | ARIZONA



Luke Field

LUKE FIELD

WADDELL, ARIZONA

Client: Lincoln Property Company
Reference: Matt Slater, Project Manager, Development |
Matt.Slater@lpc.com | 602.730.4212

EPS provided site civil engineering for Luke Field, a \$515M mega-industrial and logistics park developed by LPC Desert West on 140 acres near Luke Air Force Base in the Waddell/Glendale corridor. Delivered through a Design-Build approach, the 2.4M-square-foot Class A development included three industrial buildings, heavy-vehicle circulation and staging areas, and infrastructure designed to support large-scale regional logistics. The project strengthened industrial capacity in the West Valley and supported continued growth along the Northern Parkway infrastructure corridor.

Relevance: Water Resource | Testing



Litchfield Square

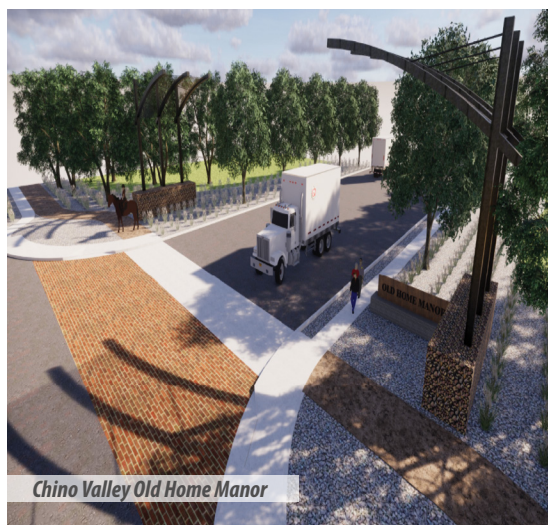
LITCHFIELD SQUARE AT CITY CENTER

LITCHFIELD PARK, ARIZONA

Client: City of Litchfield Park
Reference: Keith Drunasky, Engineer & Community Development Dir. |
kdrunasky@litchfieldpark.gov | 623.889.6208

EPS Group designed the multi-phase, major site improvements for this project, which encompassed the design of roadway and multiple roundabouts; utility improvements that included water and sewer; grading /drainage; and underground stormwater retention basins. A new 4 acre City park provides much-needed connectivity to the surrounding developments as well as an array of recreational opportunities. Amenities such as shade, seating, and safe street crossings offer a comfortable environment for visitors – along with an amphitheater, lawns, food truck area, a playground, tree-lined pedestrian promenade, plazas, and an educational botanical garden with interpretative signage.

Relevance: Civil Engineering | Survey | Landscape Architecture |
Construction Administration



Chino Valley Old Home Manor

CHINO VALLEY OLD HOME MANOR INDUSTRIAL

CHINO VALLEY, ARIZONA

Client: Town of Chino Valley
Reference: Darryl Croft | 928.636.2646

EPS Group partnered with the Town of Chino Valley to develop a comprehensive master plan for the approximately 200-acre Old Home Manor Industrial Park. Located adjacent to the Chino Valley Equestrian Center, the development envisions a dynamic mix of research and development, light industrial, medium industrial, and open space uses. The landscape character was thoughtfully designed to establish an innovative industrial park identity unique to Chino Valley, incorporating native and prairie-inspired elements that create an open, attractive, and context-sensitive environment. The master plan balances economic development opportunities with enhanced aesthetics, connectivity, and open spaces that contribute to a distinctive sense of place.

Relevance: Roadway Design | Traffic Engineering | Utility Coordination |
Multimodal Improvements



RELEVANT PROJECT EXPERIENCE | TOWN OF EAGAR



Butler Street Reconstruction

BUTLER STREET RECONSTRUCTION

EAGAR, ARIZONA

Client: Town of Eagar
Reference: Britney Reynolds, Community Development Dir. |
b.reynolds@eagaraz.gov | 928.333.4128, ext 22

EPS Group provided comprehensive construction staking and surveying services to support roadway and infrastructure improvements. Services included office calculations and field layout, rough grading, storm drain alignment and elevations, concrete curb and driveway staking, and subgrade and aggregate base course (ABC) bluetops. EPS also provided civil as-built data and digital as-built drawings in accordance with project requirements, supporting accurate construction and final documentation.

Relevance: Roadway Design | Drainage Design | Survey



Valley View Sewer Connection

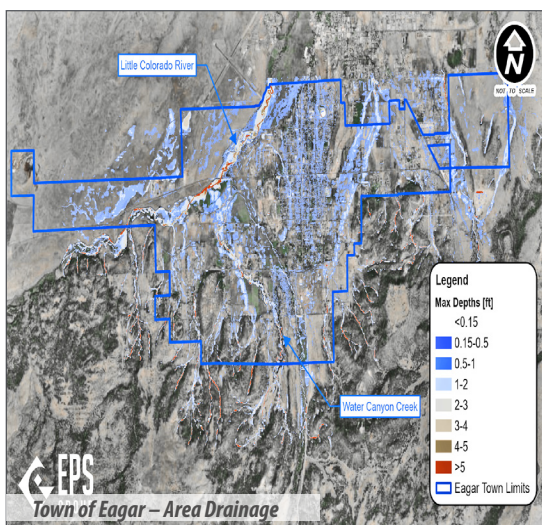
VALLEY VIEW SEWER CONNECTION

EAGAR, ARIZONA

Client: Town of Eagar
Reference: Britney Reynolds, Community Development Dir. |
b.reynolds@eagaraz.gov | 928.333.4128, ext 221

EPS Group provided civil engineering and utility design services. The project included design of a new sewer connection along East Central Avenue/U.S. Highway 180/260, including approximately 518 linear feet of 10-inch PVC sewer, sewer manholes, and associated connections and appurtenances. Services also included utility plan development, roadway and traffic control notes, trench and pavement restoration details, construction details, and preparation of final plan documents to support construction.

Relevance: Civil Engineering | Utility Design & Coordination | Roadway & Traffic



Town of Eagar - Area Drainage

DRAINAGE MASTER PLAN

EAGAR, ARIZONA

Client: Town of Eagar
Reference: Britney Reynolds, Community Development Dir. |
b.reynolds@eagaraz.gov | 928.333.4128, ext 221

EPS Group is under contract with the Town to provide a comprehensive Area Drainage Master Plan (ADMP) to identify flood-prone areas and provide data-driven mitigation strategies. The project includes new LiDAR mapping, detailed hydrologic and hydraulic modeling, and the evaluation of multiple storm events to understand current drainage challenges. The resulting plan will guide future development, improve public safety, and help the Town prioritize and fund drainage improvements.

Relevance: Drainage Master Planning | Floodplain Analysis | Hydrologic & Hydraulic Modeling | Stormwater Management



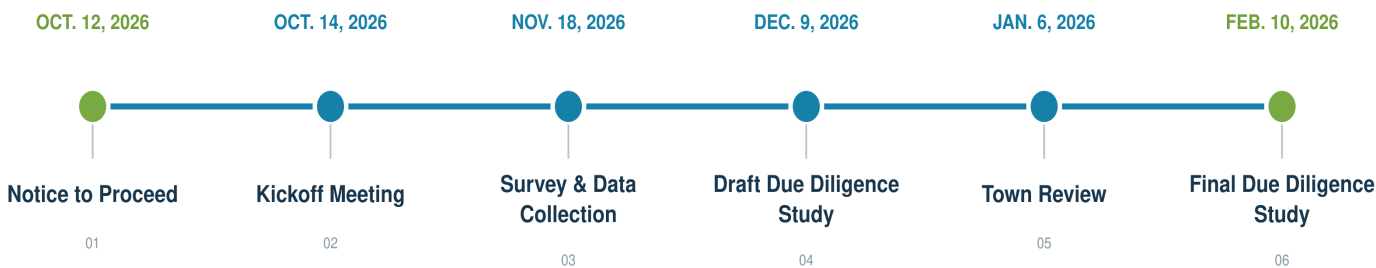
PROPOSED SCHEDULE

Due Diligence Study Schedule

Project milestone schedule

Local from day one.

Project Manager Bryan Martin will serve as an extension of Town staff.



LOCAL PROJECT LEADERSHIP

Bryan Martin's familiarity with the Town, its staff, and local development will support clear coordination throughout the study.



FEE PROPOSAL

1. Meetings & Coordination

Hourly (Not to Exceed): \$5,600

EPS Group will attend meetings, at the direction of the Client, with the Client, its consultants, or the AHJ throughout the duration of the project. EPS Group will prepare exhibits, at the direction of the Client, for various purposes throughout the duration of the project not specifically identified below. Exhibits may include dry utility exhibits, access exhibits, trash route exhibits, fire hydrant and fire access exhibits, easement exhibits, sign exhibits, georeferenced site plan exhibits, etc. These services will be invoiced on an hourly basis at EPS Group's current billing rates. If the hourly not-to-exceed estimated amount is reached for this scope, an additional addendum may be executed for additional fees.

2. Entitlement Assistance (Rezone)

Hourly (Not to Exceed): \$15,520

EPS Group will assist the Client in the preparation, organization and coordination of the formal zoning package based upon AHJ requirements. This includes preparing the Zoning Application with required Exhibits, Neighborhood Notification Letter and Mailings, Neighborhood Meeting attendance and coordination, Site Sign Posting, and Citizen Participation Report. EPS Group will attend meetings with AHJ Staff and will assist the Client at public hearings. These services will be invoiced on an hourly basis at EPS Group's current billing rates. If the hourly not-to-exceed estimated amount is reached for this scope, an additional addendum may be executed for additional fees.

3. Offsite Drainage Analysis

Fixed Fee: \$14,800

EPS Group will confirm the existing hydrologic and hydraulic background of the Project site, which is anticipated to be influenced by offsite drainage flows. The analysis will confirm flowrates with the application of existing regional studies and model(s) to the project site to use in the identification of the existing offsite drainage. Proposed conditions will be designed that will include the possibilities of interception and discharge basin(s), culvert structures for conveyance of the flow under the parking area, or a grading strategy on the site that preserves the pre-versus-post development conditions of the area flow maintained in the natural washes or historic discharge locations. This analysis will not be presented as a standalone report but a summary of its findings.

4. Preliminary Water Report

Fixed Fee: \$16,200

EPS Group will prepare a Preliminary Water Report in support of the preliminary properties to be serviced as shown below, that outlines the property and . The report will address proposed demands versus available capacities to ascertain line sizes and locations. It is anticipated that a Master Water Report to analyze significant regional improvement is not required. If required, EPS Group will solicit a fire hydrant flow test in accordance with the requirement of the AHJ for modeling fire flows and will bill that cost as a reimbursable expense. No survey will be obtained as part of this report, existing survey obtained by EPS for the Town will be utilized. It is anticipated that only off-site waterlines to bring service to the property will be included as part of this task. The water model will include on the water line to service this property it is anticipated that there is sufficient system capacity and the existing system will not be modeled.

5. Preliminary Sewer Report

Fixed Fee: \$19,080

EPS Group will prepare a Preliminary Sewer Report in support of the preliminary properties to be serviced as shown below,. The report is limited to establishing the sewer demands that the project is anticipated to have on the existing infrastructure. It is anticipated that a Master Sewer Report to analyze significant regional improvement is not required. . No survey will be obtained as part of this report, existing survey obtained by EPS for the Town will be utilized. It is anticipated that only off-site waterlines to bring service to the property will be included as part of this task. The wastewater evaluation will include the line to serve this property only. It is anticipated that the downstream system has sufficient capacity and will not be included in the evaluation.

6. Due Diligence Services (Limited)

Fixed Fee: \$6,400

EPS Group will compile due diligence information provided by the Client and obtained from the AHJ, public agencies and/or private utility companies. EPS Group will review the compiled information to address items generally as follows:

- General site conditions
- Effective Flood Zones or documented/known major offsite drainage constraints
- Significant site development issues
- Geotechnical and environmental constraints (if provided by the Client)
- Availability of utilities (power, gas and communications) to the parcel
- Requests for utility will serve letters
- Prepare Site Exhibit

EPS Group will summarize the findings on a form provided by the Client or in a memo in EPS Group's format.



FEE PROPOSAL

7. ALTA/NSPS Land Title Survey

Fixed Fee: \$24,590

EPS Group will provide an ALTA/NSPS Land Title Survey of portions of Sections 3, 11 and 12, Township 8N, Range 28E and Sections 6 and 7, Township 8N, Range 29E, Apache County, Arizona, as shown below. The Survey will be prepared according to the "Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys" as adopted by ALTA and NSPS in 2026. A field survey will be conducted, which includes Items 1, 2, 3, 4, 8, 13, 15 and 16 from Table A "Optional Survey Responsibilities and Specifications" of the ALTA/NSPS requirements. Names of lenders, title insurance companies, or any other party required to be included in the Surveyors Certification will be provided by the Client to EPS Group. The title commitment, together with all easement documents and applicable exceptions listed in Schedule B-2 of the commitment, will be supplied to EPS Group by the Client and shall be current within 60 days of Survey preparation. Monumentation and recordation will be per state statutes. See below for limits of the ALTA/NSPS Land Title Survey.

The following assumptions were made while compiling the ALTA scope of services:

- ALTA/NSPS Land Title Survey certifying to, Table A items 6, 10, 11a, 12, and 18 are items requiring information from the client. Please note that HUD, and various Lenders may have their own specific Table A requirements.
- Fees reflected hereon include one update resulting from client/ title company review of completed ALTA utilizing the initial provided Title Commitment. Additional updates will be billed on an hourly basis.
- Survey fees assume no unforeseen conflicts or conditions, including insufficient monumentation, discrepancies between field and record information, encroachments, or access limitations. If encountered, affected work will be suspended and the Client notified before additional services are performed.
- Topography included as part of this proposal is representative of a point in time being the date the field data was obtained. EPS Group is not responsible for any site/terrain alterations onsite and/or offsite that may have occurred after the initial collection date. All topographic information should be verified prior to construction.
- Mapping prepared for this Survey will be completed by a combination of EPS's in-house Aerial Mapping group, as well as conventional Surveying methods. Invoicing will reflect 2 fees which will total the fee shown hereon.
- Delays due to site access on day of survey will be billed on an hourly basis. Client will be notified ahead of time of survey schedule.

Note: The fee above makes the assumption that rectified ortho-imagery from a 2024 flight will be sufficient to map existing site conditions and that the existing site conditions remain unchanged from that previous flight date. If any changes are observed during the course of the fieldwork, the client will be immediately notified and additional supplemental topography may be necessary to complete the survey as a change order.

Note: The fee above is based on reviewing one title report for the subject property. Additional title reports will incur additional fees.



ALTA Limits



VENDOR COMPLIANCE PACKET

Town of Eagar – Vendor Compliance Packet

(For Federal Grant-Funded Procurements)

Vendor/Offendor Name	EPS Group, Inc.
Authorized Representative	Greg Froehlich, PE
Title	Senior Director of Public Works/Principal
Email	greg.froehlich@epsgroupinc.com
Phone	480.355.0224
RFP Title/Number	Eng. Svcs. for Industrial Park Dev. Plan; EDA Grant Proj. No. ED26SEA0G0023
Date	September 28, 2026

Certifications

A. Conflict of Interest Certification

☒ I **certify** that neither the Vendor/Offendor nor its employees, agents, or subcontractors have any conflict of interest that would impair impartiality or create an unfair competitive advantage.

☐ I **further certify** that any actual or potential conflicts have been fully disclosed to the Town of Eagar.

B. Do Not Pay Verification Certification

☒ I **certify** that the Vendor/Offendor is not listed in the U.S. Department of Treasury's *Do Not Pay* system or any federal/state exclusion database.

☒ I **understand** that the Town of Eagar may verify eligibility through federal systems and may reject or terminate an award if the Vendor/Offendor is found ineligible.

C. Suspension & Debarment Certification

☒ I **certify** that neither the Vendor/Offendor nor its principals, owners, officers, agents, or subcontractors are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from federal programs.

☒ I **certify** that the Vendor/Offendor has verified its status in **SAM.gov** and will maintain active registration throughout the contract period.

☒ I **agree** to immediately disclose any change in suspension or debarment status.

D. Non-Collusion Affidavit

☒ I **certify** that this proposal is made independently and without collusion, fraud, or improper influence.

☒ I **certify** that no Town of Eagar employee or official has provided unauthorized assistance in preparing this proposal.



VENDOR COMPLIANCE PACKET, CONT.

☒ **I certify** that the Vendor/Offeror has not attempted to discourage any other firm from submitting a proposal.

E. Insurance Requirements Certification

☒ **I certify** that the Vendor/Offeror will maintain all required insurance coverage, including:

- Commercial General Liability (\$1M per occurrence / \$2M aggregate)
- Workers' Compensation (as required by Arizona law)
- Automobile Liability (\$1M CSL), if applicable
- Professional Liability (\$1M per claim), if applicable

☒ **I agree** to provide Certificates of Insurance listing the **Town of Eagar, Arizona** as a certificate holder prior to award.

F. Combined Certification Statement

By signing below, I certify that:

- I am authorized to sign on behalf of the Vendor/Offeror.
- All statements in Sections A–E are **true, complete, and accurate**.
- I understand that false or misleading information may result in disqualification, termination of award, recovery of funds, or other remedies under federal or Arizona law.

Authorized Signature		
Printed Name	Greg Froehlich, PE	
Title	Senior Director of Public Works/Principal	
Date	09/28/2026	



CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2026

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

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

PRODUCER Stuckey Insurance 2850 E Camelback Rd Suite 325 Phoenix AZ 85016		CONTACT NAME: Teresa Alvarado PHONE (A/C, No, Ext): 602-264-5533 FAX (A/C, No): E-MAIL ADDRESS: teresa.alvarado@stuckeyinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : The Travelers Indemnity Company of America	NAIC # 25666
		INSURER B : St. Paul Mercury Insurance Company	24791
		INSURER C : The Travelers Property Casualty Insurance Company	25674
		INSURER D : Underwriters at Lloyds	15792
		INSURER E : XL Specialty Ins	37885
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 180323713 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	6801H572455	8/20/2026	8/20/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY	Y	Y	BAB4642992	8/20/2026	8/20/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP2A276935	8/20/2026	8/20/2027	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB 8K601430 -26-47 -G	8/20/2026	8/20/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liability			K6716CYLA263	8/20/2026	8/20/2027	Limit 5,000,000
E	Professional Liability			DPR5060968	8/20/2026	8/20/2027	Per Claim 5,000,000 Aggregate 5,000,000

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

Professional Liability - Claims Made - Retro Date -06/20/2003

Town of Eagar is named an additional insured in respect to the general and auto liability. General liability is on a primary and non-contributory basis. Waiver of subrogation applies as indicated.

CERTIFICATE HOLDER Town of Eagar 22 W. 2nd St P.O. Box 1300 Eagar AZ 85925	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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TOWN OF EAGAR

REGULAR COUNCIL MEETING

OCTOBER 6TH, 2026 at 6:00 PM

COUNCIL CHAMBER, 22 WEST 2ND STREET

STAFF COMMUNICATION

DEPARTMENT: Community Development

PRESENTATION: WIFA grant submission support

AGENDA ITEM: 8D

BUDGET IMPACT: Match funds dependent on amount of grant and requirement.

HISTORY: The Town of Eagar has been working to update all components of the Spring-fed waterline. Currently, the Town of Eagar is in progress with an EPA grant that will cover the cost of updating/replacing the line that leads from the spring to the tank. WIFA is preparing to release a grant opportunity in December and the Town wants to complete this project by using funds to finish out updates to the line and install a new 1 million gallon tank which would double the current storage capacity at the location at the end of Marion Street.

ATTACHMENTS: Letter of support from council

STAFF RECOMMENDATION: Staff would recommend that Council provide their support for this project and sign the attached letter to be submitted with the WIFA grant application submission in early December.



10/06/2026

Water Supply Development Committee
Water Infrastructure Finance Authority of Arizona
3300 N. Central Ave Ste. 1050
Phoenix, AZ. 85012

Dear Committee Members:

RE: Letter of Support – Springline Restoration and Water Storage Improvement Project

To the Water Infrastructure Finance Authority of Arizona:

On behalf of the Eagar Town Council and the residents of the Town of Eagar, we are pleased to express our strong support for the Town's Springline Restoration and Water Storage Improvement Project and its application for funding through the Water Infrastructure Finance Authority of Arizona (WIFA).

For more than 60 years, the Town of Eagar has maintained a gravity, spring-fed waterline that serves as a valuable natural water source. During the 2025 Greer Fire, additional damage was done to surface collection boxes and post-fire erosion has contributed to the destruction further highlighting the need to restore and protect this valuable resource.

As water availability continues to decline, the Town has implemented conservation measures, including suspending public irrigation and closing recreational amenities such as the Town's splash pad. Declining well levels have also contributed to damage to municipal well pumps from sediment and debris, underscoring the need to diversify water sources and reduce reliance on groundwater.

The Springline Restoration and Water Storage Improvement Project will allow the Town to capture, store, and reclaim water from this existing natural source that would otherwise go unused. By increasing water storage and improving the efficiency of existing water supplies, the project will promote conservation, reduce groundwater withdrawals, and lessen reliance on the Town's wells and aquifers. Additionally, restoring the Springline will improve source water protection, preserve this valuable resource, and strengthen long-term water sustainability. The project also has the potential to provide benefits beyond Eagar by continuing to support neighboring jurisdictions and enhancing regional water resilience.

The Eagar Town Council recognizes this project as a critical investment in responsible water management and the long-term sustainability of our community. We respectfully urge WIFA to give favorable consideration to the Town's funding application and appreciate its continued commitment to Arizona's water infrastructure and rural communities.

Sincerely,

EAGAR TOWN COUNCIL
Town of Eagar, Arizona

Mayor – Guy Phelps

Vice Mayor – Bryce Burnham

Council Member – William Greenwood

Council Member – Reggie Peterson

Council Member – Dale Thompson

Council Member – Titan Merrill

Council Member – Robert Ray



TOWN OF EAGAR
REGULAR COUNCIL MEETING

OCTOBER 6TH, 2026 at 6:00 PM

COUNCIL CHAMBER, 22 WEST 2ND STREET

STAFF COMMUNICATION

DEPARTMENT: Community Development

PRESENTATION: Commnet broadband service agreement

AGENDA ITEM: 8E

BUDGET IMPACT: One time payment of \$21,333.00 and monthly charge of \$2,530.00. The Town has remaining grant funds to complete this one time payment and pay for a large portion of the monthly charges.

HISTORY: Commnet has provided the buried cable line that is now feeding sections of Town and throughout the County. Part of the agreement was that the Town buildings needed to be put on a Dedicated Internet Access (DIA) "line". This means that Town Hall, Public Works, and RV Fire & Medical buildings all have a private, high-performance internet connection that provides guaranteed, symmetrical speeds.

ATTACHMENTS: Commnet Broadband Service Agreement

STAFF RECOMMENDATION: Staff would recommend that council approve the Commnet Ethos Broadband Service Agreement and allow Manager Brannon Eagar to sign said agreement.



BROADBAND SERVICE AGREEMENT

THIS BROADBAND SERVICE AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2026, (the “Effective Date”) by and between Commnet Four Corners, LLC, d.b.a. Ethos Broadband, a Delaware limited liability company, having an address at 1562 Park Street E, Castle Rock, Colorado 80109 (the “Company”) and Town of Eager, having an address at PO Box 1300, Eagar, Arizona 85925 (the “Customer”). Company and Customer collectively are referred to herein as the “Parties”.

WHEREAS, Customer desires to receive certain broadband internet services (as described more fully in Exhibit A, the “Service(s)”) at the locations identified in Exhibit A.

WHEREAS, Company desires to provide the Service(s) to Customer as described more fully in Exhibit A.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Initial Service Date** – The Initial Service Date shall be the first date any Service ordered under this Agreement is delivered by Company and accepted by Customer (as set forth in Section 4 below) at any one or more of the multiple locations (“Premises”) identified in Exhibit A.
2. **Term** – The initial term of this Agreement shall be for three (3) years beginning as of the Initial Service Date (the “Initial Term”), and shall automatically renew for additional one (1) year terms, unless either Party provides written notice no less than sixty (60) days prior to the end of the then current Term.
3. **Acceptance.** Upon completion of installation of Services, Customer shall have three (3) days in which to use the Service and sign and return to Company a Service Acceptance Form. If the Service Acceptance Form is not completed, Service will be deemed to be approved by Customer, and Customer shall be bound to the terms and conditions of this Agreement. Should Customer experience any issues with the Service within this 3-day period, Customer shall promptly notify Company so that any troubleshooting or issues may be addressed.
4. **Responsibilities of Company** – Company shall provide Customer with Services, as set forth in Exhibit A, for the locations specified in Exhibit A. To facilitate Service, Company shall install all necessary equipment, including but not limited to radio, antenna, and conduit (the “Company Equipment”), at the locations identified in Exhibit A.
5. **Responsibilities of Customer** – Customer agrees to make the Premises available without interruption during the Company's normal working hours to permit completion of installation work. Customer understands that installation of the Services may require drilling into various parts of the Premises or other interior or exterior work that may require access to non-visible areas. Customer agrees to provide the Company with sufficient electrical outlets for the Company's power equipment in locations designated by the Company. It is Customer's responsibility to make arrangements for lifting and replacing carpeting for the installation of floor mats and/or wiring, if required. It is the intent of the Company to conceal wiring in the finished areas of the Premises, however, there may be areas where the Company determines, in its sole discretion, that it is impractical to conceal wiring.
6. **Access.** The Customer agrees to provide or obtain any permission or consent required for Company to access the locations identified in Exhibit A, at no cost to Company, and will allow Company employees to

enter all areas under control of the Customer on the Premises reasonably required for the following purposes: evaluating connection of Service, installing, maintaining, troubleshooting, repairing, replacing or removing equipment and appurtenances, together with fulfilling any special requirements, if any, as outlined in Exhibit B, used in the provision of the Services, and will use reasonable efforts to obtain on behalf of the Company access to any parts of the Premises over which Customer does not have control for the same purposes. Customer is solely responsible for ensuring that its equipment ("Customer Equipment") has the minimum hardware and operating system requirements necessary to receive Service. Customer shall execute and deliver to the Company a Service Acceptance Certificate in the form attached hereto as Exhibit C upon the completion of the installation and initiation of Services at each location identified in Exhibit A. Customer agrees to immediately notify Company if Company's Equipment is lost, damaged, or stolen, or Customer is aware at any time that Service is being stolen or fraudulently used.

7. **Permitting and Landlord Approval, and Pathway**- Customer will assist Company in obtaining any required permits and/or approval for the installation of Company Equipment on property not owned by Customer or property subject to any restriction or building code provision requiring a building permit for the installation of Company Equipment. Company and Customer shall use best efforts to obtain such required permits and/or approval. Company shall not be required to provide Service and shall have no liability to Customer where such required permits and/or approvals have not been obtained. As of the Initial Service Date, Customer represents and warrants that it has ownership of or otherwise has the rights grant to Provider access to and use of the pathway (aerial right of way or conduit) required for Provider to install Provider Equipment and provide Services.
8. **Acceptable Use** – Services may only be used for lawful purposes and are subject to the Company's Terms and Conditions provided at <https://ethosbroadband.com/terms-and-conditions/>. Transmission of any material in violation of any Federal, state or local regulation is prohibited. This includes without limitation material protected by trade secret, copyrighted material, and material legally judged to be threatening or obscene. Any access to and use of other networks connected to Company, including the Internet, must comply with the rules and behavior guidelines of Company's network. The sale of Internet access by Customer using the connection provided under this Agreement to another person or entity is expressly prohibited.
9. **Invoices and Payment** –Customer is responsible for the monthly recurring charges ("MRC") and non-recurring charges ("NRC") for the Services identified in Exhibit A commencing on the date installation is complete and Service is fully operational at each location identified in Exhibit A. Customer will be invoiced for each individual location when Service is fully operational and activated at each individual location, as documented by the execution of a Service Acceptance Form. The Customer will be invoiced for the Services on a monthly basis unless other arrangements are made between the Parties in writing. Payment is due thirty (30) days after the date of invoice. Payments received more than thirty (30) days after the date of the invoice are subject to a late fee at Company's sole discretion, not to exceed one-and-one-half percent (1 ½%). Not receiving an invoice on any given month does not absolve Customer from the aforementioned payment obligations. Customer may only dispute charges that Customer believes are results of a billing error or a reported problem relating to the Service. Delinquent accounts are accounts for which payment is thirty (30) days past due and are subject to immediate suspension or termination of the Service at the sole discretion of Company. A Customer suspended for a delinquent account shall pay Company a \$250.00 reconnection fee to have Service reactivated.
10. **Taxes**- Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other Navajo Nation, local, state and Federal taxes or charges, imposed on or based upon the provision, sale or use of the Services.
11. **Termination and Termination Charges** – Company may terminate either (a) this Agreement (b) any Service or (c) both, if Customer fails to make any payment in accordance with the provisions of this Agreement after having been given thirty (30) days' notice of such non-payment.

Either Party may terminate this Agreement immediately upon written notice, if the other:

- a. Commits a material breach of this Agreement which is capable of remedy and the breaching Party fails to remedy the breach within thirty (30) days of written notice to do so;

- b. Commits a material breach of this Agreement which cannot be remedied; or
 - c. Is repeatedly in breach of this Agreement.
- 12. **Termination Charges for Customer Breach** - A termination fee may apply if this Agreement, or any Service, is terminated by Customer before the end of the Initial Term on a basis other than as provided in Section 10 of this Agreement. The termination fee shall be determined by multiplying the MRC as identified in Exhibit A by the number of months remaining in the Initial Term, together with original installation charges (if waived or discounted at the time of subscription as consideration by Company for subscription for the duration of the Agreement, and all applicable special construction charges, if any.
- 13. **Equipment** – Any Company network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remains the personal property of Company or Company's assignee, notwithstanding that it may be or become attached to or embedded in realty. Company Equipment shall not be removed or replaced by Customer without Company's written approval. Customer will not tamper with, remove or conceal any Company identifying plates, tags or labels. Upon termination of this Agreement (in whole or in part), Company shall have the right, and Customer shall afford Company reasonable access to its facilities, to remove the Company Equipment from Customer's premises. All Company property shall be returned to Company in the same condition as installed, normal wear and tear expected. In the event Company property is not returned to Company in accordance with this Section, Customer will be billed for and pay to Company an amount equal to the retail value of the Company property, except to the extent such failure is caused by the negligence or willful misconduct of Company or its agents.
- 14. **Customer Equipment and Facilities** - Customer shall at its own expense undertake all necessary preparations to comply with Company's installation instructions. If Customer is not ready to accept Services within thirty (30) days after the Planned Service Date as described in Exhibit A, Company may begin billing Customer MRCs using the Planned Service Date as the Service Date. Customer is responsible for the use, compatibility and maintenance of all Customer Equipment.
- 15. **Service Access Security** - Customer shall be responsible for user access security, such as control over users of the Service. Company provides no user access security with respect to any of its customers or facilities of others connected to the Internet.
- 16. **Pricing and Installation fee** – See Exhibit A
- 17. **Assignment** – The Parties shall not, without prior written consent of the other Party, which shall not be unreasonably withheld, assign, transfer or in any other manner dispose of any of its rights, privileges, or obligations under this Agreement. Notwithstanding the foregoing, Company may assign this Agreement to the Navajo Tribal Utility Authority ("NTUA") or any Affiliate of Company, at Company's sole discretion and without Customer's prior consent, and all of Company's rights, title and interest herein shall inure to the benefit of such assignee, its successors and assigns. "Affiliate" shall mean, with respect to any person, entity, or enterprise, any other person, entity, or enterprise that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such person, entity, or enterprise. "Control" (including the correlative terms "Controls", "Controlled by", and "under common Control with") shall mean, with respect to any entity or enterprise, the power, directly or indirectly, either to (a) vote a majority of the voting shares or other voting interests in such entity or enterprise for the election of directors or other governing body of such entity or enterprise, or (b) direct or cause the direction of the management and policies of such entity or enterprise, whether through the ownership of voting securities, by contract, or otherwise.
- 18. **Notices** – All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt mail requested, or nationally recognized overnight courier service, with a copy via email to the address set forth below or as may subsequently be requested in writing.

Customer:

Company Name	Town of Eagar
Contact Name	Britney Renolds
Email	b.reynolds@eagaraz.gov
Main Phone	928-333-4128 ext. 221
Alternate Phone	
Fax	
Address	PO Box 1300, Eagar, Arizona 85925
Billing Contact Name	David Lamm
Billing Email	d.lamm@eagaraz.gov
Billing Phone	928-333-4128
Billing Address	Town of Eagar P.O. Box 1300 Eagar, AZ. 85925
Billing Preference: Email or Mail	Email
Network/IT Contact Name	Suli Kafusi/KNS tech services
Network/IT Email	suli@knstechservices.com
Network/IT Phone	(928) 457-0736

Company:

Company Name	Commnet Four Corners, LLC, d.b.a. Ethos Broadband
Sales Contact Name	Main: RJ Valencia Alternate: Customer Success Team
Email	RJ: Ronald.Valencia@commnetbroadband.com CustomerSuccess@commnetbroadband.com
Main Phone	Customer Care 1-719-626-0000
Address	1562 Park Street E, Castle Rock, Colorado 80109
Billing Contact Name	Accounts Receivable
Billing Email	ap@atni.com
Billing Phone	719-626-0000
Billing Address	Commnet Wireless ATTN: Accounts Receivable PO Box 632544 Cincinnati, OH 45263-2544

Network/IT Contact Name	Customer Care
Network/IT Email	CustomerSuccess@commnetbroadband.com
Network/IT Phone	Customer Care 1-719-626-0000

19. **Force Majeure.** Company, and its Affiliates, and their respective suppliers and subcontractors, will be excused from performance hereunder (except for payment obligation) for any period and to the extent that it is prevented from such performance, or causes service interruptions, in whole or in part, as a result of delays caused by Customer, or an act of God, natural disaster, war, civil disturbance, court or government order, labor dispute, or other cause beyond its reasonable control, which shall also include service interruptions caused by third-party's due a force majeure event, and which it could not have prevented by reasonable precautions (each, a "Force Majeure Event").
20. **Indemnification by Customer** – Customer agrees to defend, indemnify and hold Company and its Affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorney's fees, for any collections on past due accounts, settlement payments and any damages awarded related to or arising from: (1) the use of the Services or the placement or transmission of any message, information, software or other materials on any other network connected to Company; (2) negligent acts or omissions of Customer or its Affiliates in connection with the construction, installation, maintenance, presence, use or removal of systems, channels, equipment or software not provided by Company which are connected or are to be connected to Company Equipment or the Services; and (3) claims for infringement or misappropriation of any patent, trade secret, copyright, or other intellectual property rights, arising from the use of equipment and software, apparatus and systems not provided by Company.
21. **Choice of Law and Jurisdiction-** THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE OF ARIZONA, AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS.
22. **Entire Agreement** - This Agreement supersedes all prior representations, agreements and understandings whether oral, written or implied, with respect to the subject matter hereof and may only be modified in writing signed by both Parties.
23. **WAIVER OF CONSEQUENTIAL DAMAGES** – EXCEPT FOR DAMAGES ARISING IN CONNECTION WITH BREACH OF THE CONFIDENTIALITY AND/OR NON-DISCLOSURE OBLIGATIONS CONTAINED HEREIN AND CLAIMS SUBJECT TO INDEMNIFICATION, EACH PARTY HERETO SHALL NOT BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICE, OR DOWN TIME COST, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
24. **NO WARRANTY - THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO UNINTERRUPTED SERVICE, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE STATED WITHIN THIS AGREEMENT. NO ADVICE OR INFORMATION GIVEN BY COMPANY OR ITS AFFILIATES SHALL CREATE A WARRANTY. NEITHER COMPANY NOR ITS AFFILIATES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR**

CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR CUSTOMER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR VIA THE SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

25. LIMITATION OF LIABILITY.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY INTERRUPTION IN ANY SERVICE OR FOR ANY DELAY OF PERFORMANCE, INCLUDING, WITHOUT LIMITATION, IN THE EVENT THAT SUCH INTERRUPTION OR DELAY ARISES IN CONNECTION WITH ANY OF THE FOLLOWING: (i) THE TERMINATION OR SUSPENSION OF COMPANY'S ACCESS TO ALL OR ANY PORTION OF SERVICES; (ii) THE RELOCATION OF ALL OR ANY PORTION OF THE SERVICES (iii) A CHANGE IN THE SOFTWARE, APPLICATIONS, FEATURES AND/OR FUNCTIONALITIES AVAILABLE WITH YOUR EQUIPMENT; (iv) ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, ACTS OF ANY GOVERNMENTAL BODY OR OTHER FORCE MAJEURE EVENT; OR (v) ANY CAUSE BEYOND COMPANY'S REASONABLE CONTROL. YOU FURTHER ACKNOWLEDGE THAT COMPANY SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANYONE UTILIZING THE SERVICES PROVIDED HEREIN ARISING OUT OF, RELATING TO OR IN CONNECTION WITH, ANY CONTENT (INCLUDING, WITHOUT LIMITATION, ANY INACCURACIES, ERRORS IN OR OMISSIONS FROM SUCH CONTENT): (i) CONTAINED IN ANY OF THE SERVICES FURNISHED TO YOU; OR (ii) ACCESSED USING THE SERVICES OR EQUIPMENT FURNISHED TO YOU.

26. DAMAGES LIMITATION. IN THE EVENT THAT THE COMPANY IS DETERMINED TO BE LIABLE TO YOU, THEN COMPANY WILL BE LIABLE TO YOU ONLY FOR YOUR DIRECT DAMAGES. IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU FOR AN AMOUNT IN EXCESS OF THE PRICES, FEES AND CHARGES PAID BY YOU TO THE COMPANY FOR THE 12 MONTHS PRECEDING THE CLAIM OR FINDING OF LIABILITY. COMPANY SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

27. Confidentiality/ Non-disclosure- a) Each party expressly undertakes to retain in confidence and not to disclose any or all information and know-how, in whatever form transmitted, including, but not limited to, information concerning either Party's past, present and future business affairs, business plans, operations or systems of such party ("Disclosing Party") or another party whose information the Disclosing Party has in its possession under obligations of confidentiality, disclosed in any way to it (the "Receiving Party") that the Disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). The Receiving Party shall treat the Confidential Information with the same degree of care as it treats its own confidential information, and will make no use of such Confidential Information during the existence of this Agreement except as otherwise specified herein; (b) the Receiving Party shall have no obligation to maintain the confidentiality of information that: (i) it received rightfully from another party without restrictions on disclosure prior to its receipt from the Disclosing Party; (ii) the Disclosing Party has disclosed to an unaffiliated third party without any obligation to maintain such information in confidence; or (iii) is independently developed by the Receiving Party; (c) except as otherwise provided, the Receiving Party shall not disclose, disseminate, distribute or use any of the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written permission; (d) The parties agree that a breach of the terms of this Section would result in irreparable injury to the Disclosing Party for which a remedy in damages would be inadequate. The parties agree that in the event of such breach or threatened breach, the Disclosing Party shall be entitled to an injunction to prevent the breach or threatened breach, in addition to remedies otherwise available for such specific performance or injunctive relief, that the Disclosing Party has an adequate remedy at law.

28. Counterparts. This Agreement may be executed in one or more counterparts, and if in more than one counterpart each, when taken together, shall constitute one and the same instrument.

29. Survival. The provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement and any permitted assignment of this

Agreement. Upon termination of this Agreement, the terms and conditions of Section 24 (Confidentiality) shall continue in effect for a period of two (2) years.

[SIGTNAURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Town of Eagar

**Commnet Four Corners, LLC, d.b.a. Ethos
Broadband**

Signature: _____

Signature: _____

By: Britney Reynolds _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**Service Information**

Service #	Location	Service Type	Planned Service Date	Quantity	Mbps	Monthly Service Fee (MRC)	Service Installation Fee (NRC)
1	Eagar Town Hall 22 W 2 nd Street Eagar, Arizona 85925	DIA	TBD	1	300 Mbps	\$950.00	\$21,333.00
2	Eagar Fire Department 111 N Butler Street Eagar, Arizona 85925	DIA	TBD	1	100 Mbps	\$750.00	
3	Eagar Public Works 1162 S. Water Canyon Road Eagar, Arizona 85925	DIA	TBD	1	100 Mbps	\$750.00	
4	Town of Eagar PO Box 1300 Eagar, Arizona 85925	/29 Static IP Block	TBD	1	-----	\$80.00	
Total						\$2,530.00	\$21,333.00

* Dates are subject to change. Changes by the Customer to the dmarc location may reflect a change in the NRC or MRC. Quantity may be increased upon request by the Customer. Increase in quantity may result in a change in the NRC or MRC. Services on the Navajo Nation are subject to Navajo Nation tax. Services provided outside of the Navajo Nation may be subject to local, state, and federal taxes. Services may be subject to applicable local, state, or federal fees. If pricing reflects term discount, termination of contract prior to full term will require customer to pay pre-discounted rate.

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EXHIBIT B

Special Instructions

Special Instructions:

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[EXAMPLE]

EXHIBIT C

Service Acceptance Certificate

Date: [Date]

Customer has three (3) days from the date of this Service Acceptance Certificate to accept the Services described below. If Customer does not respond within three (3) days, notwithstanding anything to the contrary in the Agreement or otherwise, Customer will be deemed to have accepted the Services. Company will begin billing in accordance with the Agreement on the in-service date of the Services.

The undersigned [Customer] (“Customer”) entered into an agreement dated [Agreement Date], 20[YY] (the “Agreement”) with [Contracting Entity Name] (the “Company”) whereby Company agreed to provide certain telecommunications services to Customer at the location(s) identified in the Agreement (the “Services”).

On behalf of Customer, I hereby acknowledge and certify that the Service(s) listed below have been provided by the Company in accordance with the Agreement. As of the date set forth below, Service is fully operational and activated at this Location(s).

In-Service Date:

Services Information:

Service #	Location	Service Type	Mbps	Monthly Recurring Charge (MRC)	Service Installation Fee (NRC)

Customer Account #:

I certify that I am authorized by Customer to execute this Service Acceptance Certificate on its behalf.

Customer: [Customer]

Signed: _____

Title: _____

Date: _____

Company: [Contracting Entity]

Signed: _____

Title: _____

Date: _____

EXHIBIT D

Service Level Agreement

This Service Level Agreement ("SLA") relates to the Broadband Service Agreement dated _____, between Commnet Four Corners, LLC, d.b.a. Ethos Broadband ("Company") and Town of Eagar ("Customer") (the "Agreement"), and establishes Company's service level commitments applicable to the telecommunications services provided pursuant to the Agreement (the "Service(s)"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement.

Definitions:

For purposes hereof, "Company IP Network" shall include Company-owned and controlled or Navajo Tribal Utility Authority-owned and controlled IP backbone network, private network and WiFi access points. Company IP Network shall not include, and this SLA shall not apply to, (i) networks owned and/or controlled by other carriers; (ii) local access circuit; (iii) Customer premise equipment; (iv) Customer Local Area Network; or (v) interconnections to or from and connectivity within other Internet Service Provider (ISP) networks.

For purposes hereof, a "Force Majeure" event shall mean that Company, and its Affiliates, and their respective suppliers and subcontractors, will be excused from performance hereunder for any period and to the extent that it is prevented from such performance, or causes service interruptions, in whole or in part, as a result of delays caused by Customer, or an act of God, natural disaster, war, civil disturbance, court or government order, labor dispute, or other cause beyond its reasonable control, which shall also include service interruptions caused by third-party's due a force majeure event, and which it could not have prevented by reasonable precautions (each, a "Force Majeure Event").

Scope:

This SLA applies only to Customer's access to the Company IP Network. This SLA does not include networks owned and/or controlled by other carriers; local access circuit (e.g. local loop); Customer premise equipment (router or CPE); Customer's local area network (LAN); or interconnections to or from and connectivity within other ISP networks.

This SLA applies to Service and related Company Equipment only. Company will not be responsible for, and service credits will not be issued in connection with, any failure by Company to meet a service level commitment by reason of any of the following:

- a. Any Customer act or omission, including without limitation any negligence, willful misconduct or misuse of any service or equipment, which impairs Company's ability to provide service;
- b. Scheduled maintenance on the Company IP Network;
- c. Suspension of Service by Company, including suspension for non-payment of Service charges;
- d. Any hardware, software or network failures or lack of Service availability that arises from or is the result of Force Majeure as defined herein;
- e. Any failure of any statistical monitoring devices used to measure the performance of the Service against the standards set by this SLA where the Service is itself unaffected by the failure of the statistical monitoring device(s);
- f. Failure of Customer to comply with the terms and conditions of the Agreement;
- g. Inability to gain access to Customer's premises (including the point of demarcation);
- h. Failure of Customer-provided equipment, cabling or power sources;
- i. Emergency maintenance by Company;
- j. Changes to Customer's Service made at Customer's request; or
- k. Time attributed to Customer's delay in responding to requests for assistance and/or access to repair the problem.

Monthly Service Availability:

Company IP Network, as defined above, is guaranteed to be available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the monthly recurring charge ("MRC") for that calendar month for each full day of outage. Limits on the service credit amount and reporting procedures are detailed below.

Packet Loss:

Company IP Network is guaranteed to have a maximum average packet loss of one percent (1%) or less during any calendar month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for that month for each one (1) day the packet loss is above the one percent (1%) average maximum guaranteed under this SLA. Limits on the service credit and reporting procedures are detailed below.

Latency:

Company IP Network is guaranteed to have an average round trip packet transit time within the Company IP Network over a calendar month of sixty (60) milliseconds or less. The average latency is measured as the average of 15-minute samples across the Company IP Network taken throughout the month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for that month for each day the latency is above the sixty (60) milliseconds average maximum guaranteed under this SLA. Limits on the service credit amount and reporting procedures are detailed below.

Time to Restore Service Outage:

The guaranteed time to restore a service outage ("Time to Restore") is eight (8) hours during normal business hours (8AM to 5PM M-F) or twelve (12) hours during non-business hours, weekends and holidays. Time to Restore begins on the date and time when Customer reports the service impairment to Company, via Company's Network Operations Center ("NOC") telephone number during normal business hours or Company's emergency NOC telephone number after normal business hours, with all information necessary for Company to respond to the issue, and ends upon confirmation by Company to Customer that service has been restored (in each case, based upon Company's records). Time to Restore shall be extended to account for any period of time spent by Company waiting for a response, availability, action or access to the premises from Customer in furtherance of the repair effort, and any period of time during which a "force majeure" event affecting service has occurred and is continuing. In the event a service engineer must be dispatched to site, Time to Restore will include an additional two (2) hour travel period.

If Company is unable to restore service within the Time to Restore and Customer requests a credit, Company will issue a credit of one (1) day of the MRC for each one (1) day of Service outage. The aggregate of all Service availability credits shall not exceed the total MRCs billed during the month.

Claims and Credit Availability:

The provisions of this SLA state Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever. Customer must open a trouble ticket with Company's customer care when Customer believes a service outage has occurred in order to have the network unavailability eligible for consideration for a service credit. Customer must initiate a trouble ticket by voice contact. Upon notification from Customer, Company will open a trouble ticket, test the affected service and attempt to isolate the problem. Company's records and data will be the sole basis for all service credit calculations and determinations. Customer will not be entitled to any service credits for service unavailability unless Customer has opened a trouble ticket and requested the service credit within one (1) week of the service unavailability.

Upon Customer's request, and if duly approved by Company, the service credit will be in an amount equal to the pro-rated amount of one (1) day of MRC for the Service affected only (i.e. Dedicated Internet Access). Customer is entitled to one (1) day MRC credit per incident and one (1) incident service credit per day. Customer's total service credit(s) in any one month will not exceed the equivalent of one hundred percent (100%) of the relevant

MRCs for the affected service for that month. Cumulative service credits in any one-month must exceed twenty five dollars (\$25.00) to be processed. If Customer fails to notify Company in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. The service credits will apply to the MRCs of the affected service and do not apply to MRCs of other services. To be eligible for service credits, the Customer must be in good standing with Company and current in all of its obligations.

Certificate Of Completion

Envelope Id: C5BC80C8-A78A-87DD-821B-1EC7E09E0E68

Status: Sent

Subject: Complete with Docusign: Commnet Broadband Service Agreement for Town of Eagar (3 DIA Sites)

Source Envelope:

Document Pages: 14

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Tajh Stegall

AutoNav: Enabled

500 Cummings Center

Envelopeld Stamping: Enabled

Beverly, MA 01915

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Tajh.Stegall@commnetbroadband.com

IP Address: 170.85.26.113

Record Tracking

Status: Original

Holder: Tajh Stegall

Location: DocuSign

9/16/2026 12:41:29 PM

Tajh.Stegall@commnetbroadband.com

Signer Events

Signature

Timestamp

Britney Reynolds

b.reynolds@eagaraz.gov

Security Level: Email, Account Authentication
(None)

Sent: 9/16/2026 12:59:38 PM

Viewed: 9/16/2026 2:36:46 PM

Electronic Record and Signature Disclosure:

Accepted: 9/16/2026 2:36:45 PM

ID: bd4bc954-b701-4d58-9863-9d6e155c2ce3

Tammy Crawford

tammy.crawford@commnetbroadband.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Brannon Eagar

b.eagar@eagaraz.gov

Security Level: Email, Account Authentication
(None)

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Sent: 9/16/2026 12:59:37 PM

Viewed: 9/16/2026 2:28:06 PM

Electronic Record and Signature Disclosure:

Accepted: 7/1/2025 11:23:57 AM

ID: b88eafec-d57a-4484-b2c8-72f7bd4131e5

RJ Valencia

ronald.valencia@commnetbroadband.com

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Accepted: 8/20/2026 5:03:25 PM

ID: 0c73c25e-26bb-4e16-9552-3c7229871962

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2026 12:59:39 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- Until or unless you notify ATN International as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ATN International during the course of your relationship with ATN International.