



TOWN OF EAGAR
REGULAR TOWN COUNCIL MEETING

APRIL 02, 2024 at 6:00 PM

COUNCIL CHAMBER, 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, APRIL 2, 2024, BEGINNING AT 6:00 P.M., 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.** DISCUSSION AND POSSIBLE ACTION TO APPROVE THE MEETING MINUTES FROM MARCH 2024 (JESSICA VAUGHAN)
- B.** APPROVAL OF FEBRUARY 2024 NATIONAL BANK OF ARIZONA TRANSMITTALS, CHECKS WRITTEN, PAYROLL DIRECT DEPOSIT VOUCHERS, AND CREDIT CARD PURCHASES (DAVID LAMM)
- C.** ACCEPTANCE OF FEBRUARY 2024 FINANCIAL REPORT AND SALES TAX REPORT (DAVID LAMM)
- D.** APPROVAL TO PROCLAIM APRIL 26, 2024, AS ARBOR DAY WITHIN THE TOWN OF EAGAR (JESSICA VAUGHAN)
- E.** APPROVAL TO PROCLAIM APRIL "FAIR HOUSING MONTH" (JESSICA VAUGHAN)

8. NEW BUSINESS

- A.** DISCUSSION AND POSSIBLE ACTION TO SET A DATE FOR THE BUDGET WORK SESSION (BRANNON EAGAR)
- B.** DISCUSSION AND POSSIBLE ACTION TO APPROVE THE INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF SPRINGVILLE FOR ANIMAL CONTROL SERVICES (BRANNON EAGAR)
- C.** DISCUSSION AND FIRST READING OF ORDINANCE 2024-01 ANIMALS (BRETT RIGG)
- D.** DISCUSSION AND POSSIBLE ACTION TO APPROVE A VENDOR FOR WATER METERS AND INSTALLATION (BRITNEY REYNOLDS)
- E.** DISCUSSION AND POSSIBLE ACTION TO APPROVE FIRE AGREEMENT WITH ARIZONA DEPARTMENT OF CORRECTIONS (LEVI PENROD)
- F.** DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION 2024-08 WILDLAND FIRE FEES (BRANNON EAGAR)
- G.** DISCUSSION AND POSSIBLE ACTION TO APPROVE TO GO OUT FOR BID TO SELL THE NPC BUILDING STARTING AT \$250,000 (BRANNON EAGAR)
- H.** DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF THE CEMETERY FENCE NOT TO EXCEED \$50,000 (BRANNON EAGAR)
- I.** APPROVAL OF SPECIAL EVENT LIQUOR LICENSE TO THE ROUND VALLEY RODEO TO BE USED DURING THE FOURTH OF JULY RODEO AT THE RODEO GROUNDS (JESSICA VAUGHAN)

9. SIGNING OF DOCUMENTS

10. ADJOURNMENT

THE PUBLIC IS WELCOME TO PLACE ITEMS ON THE COUNCIL AGENDAS WITH THE APPROVAL OF THE MAYOR OR TOWN MANAGER. A "PROPOSED AGENDA ITEM" REQUEST FORM IS AVAILABLE IN THE TOWN CLERK'S OFFICE OR AT WWW.EAGARAZ.GOV UNDER THE COUNCIL AND CLERK LINKS. ALL REQUESTS ARE DUE INTO THE TOWN CLERK'S OFFICE BY WEDNESDAY AT 12:00 NOON THE WEEK PROCEEDING THE COUNCIL MEETING. REGULAR COUNCIL MEETINGS ARE HELD ON THE 1ST TUESDAY, AND 3RD TUESDAY OF THE MONTH AS BUSINESS ALLOWS.

IF ANYONE WISHING TO ATTEND THIS MEETING HAS SPECIAL NEEDS DUE TO A DISABILITY, PLEASE CONTACT THE TOWN CLERK AT 928-333-4128 TWENTY-FOUR HOURS PRIOR TO THE MEETING AND ACCOMMODATIONS WILL BE PROVIDED. ANYONE NEEDING INFORMATION ON THE CURRENT MEETING, PLEASE CONTACT THE TOWN CLERK AT 928-333-4128.

POSTED BY: JESSICA VAUGHAN **Date:** MARCH 29, 2024 **Time:** 2:00 P.M.



TOWN OF EAGAR

PUBLIC HEARING

MARCH 5, 2024, at 5:30 PM

COUNCIL CHAMBER, 22 WEST 2ND STREET

MINUTES

Mayor Steve Erhart called the public hearing to order and welcomed those present. Mayor Erhart requested that the record show all Councilmembers are present except for councilman Bryce Burnham.

Councilman Bryce Burnham present at 5:43 pm

3. NEW BUSINESS

A. PUBLIC HEARING- DISCUSSION REGARDING THE INCREASE OF WATER AND WASTEWATER RATES AND PARK AND CEMETERY FEES PROPOSAL RECOMMENDED BY THE UTILITIES BOARD

Brannon Eagar, Town Manager stated that the Utility Board had met and after discussion wants to seek a 3% increase annually over the next 5 years with a \$1.00 increase to Parks and Cemetery. The average water user this year will see an increase of 5.78% increase.

Mayor Steve Erhart stated that if the Town did the full increase today it would not subsidize the town's yearly costs.

Brannon Eagar stated that the Town will still supplement the costs. With the economy and downturn, we are trying to make it tolerable. We have a new well that will be added to the system this summer. We are looking into grants and other funding so that we are not hitting citizens so hard.

Chris Scholl asked if the hookup fees were changing? Britney Reynolds, Community Development Director replied that they were staying the same rate at \$1200.

Mayor Steve Erhart stated that we don't want to cause a big influx and discourage people from coming here.

Mr. Saline asked if there is a tourism tax and what the tax revenue is from it? Mayor Steve Erhart stated that Eagar does not have a bed tax like Springerville does, we get 3.1% of the 9.1% sales tax.

Brannon Eagar stated that Legislation has been hitting hard on Air Bed and Breakfasts and were looking into how to tax those and we get tax off the one hotel in Eagar.

Mr. Saline asked about the wind and solar if that would be helpful and is the Town getting any of the tax from it? Mayor Steve Erhart replied that we asked them to hire locally and to showcase the community and presentation on typed of services.

Chris Compton asked if the water supply is well off and is there any indication of the water table dropping? Brannon Eagar replied that last summer there was no shortage of water and that we will be adding a new well to the system, and that we are continuing to search for grants and other funding to do upgrades to the wastewater system.

Joseph Jarvis thanked the council for their service and diligence on retired debt. I heard comments that the reason for the increase of rates is because of the cost and cost of living and I support that. Excited that you have received two grant awards to make improvements through WIFA and hope that you can get grants for major improvements. A few questions I have is if I am a temporary resident that you will come shut off my water and I won't have to pay for water when its off.

Mayor Erhart stated that if the water is shut off and the valve is closed there is no minimum charge, if you go month to month and don't have it connected even if you have zero usage you will have a minimum charge.

Britney Reynolds stated just to clarify that when people have their water shut off they are gone and have come in and filled out the paperwork for shut off and it's not available until they come back and pay the service fees to have it turned back on.

Joeseeph Jarvis asked if I come back from vacation and get water turned back on does the town recoup the costs of the convenience of the water being at my house while its off or are there no fees collected.

Britney Reynolds stated that there is a service fee for the person who turns it back on. There is a connect and disconnect fee.

Joseph Jarvis stated that the town should explore a variety of other ways to recoup the costs of the system to have the convenience of water at my house even if I'm not using water service.

Mayor Erhart stated that we have done that with a minimum fee, there are a lot of people that leave a small heater or something on in their house and they may come up in the winter and don't have the water disconnected because they are content with paying the minimum.

Joseph Jarvis stated that the parks and cemetery fee I would ask council to consider removing that fee completely. I find that if you are a sewer and water customer, you're going to pay that fee but if you are not a water & sewer customer you are not paying that fee. There's a lot of people that don't pay for water and sewer that use our parks and or cemetery. We have

beautiful parks like the pond is beautifully done and hope that it will be maintained as well as it is now. Our other parks staff is working hard to maintain those parks but the resources that are being allocated are maybe insufficient because there are some rough looking areas. As always I am available to offer support and assistance to Eagar as this is where I live and I think I can add value.

Chris Compton asked what is the water source for the Cowpuncher pond? Mayor Erhart replied that it is filled with the overflow from the Splash Pad and the well supplements when needed in the winter.

10. ADJOURNMENT

Councilwoman Debra Seeley made a motion to adjourn at [at 5:54 p.m.]. Vice-mayor Marsha Tucker seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
 Marsha Tucker
 Debra Seeley
 Bryce Burnham
 Ray Hamblin
 Brandon Slade

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 Public Hearing of the Town of Eagar, Arizona held on March 5, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Jessica Vaughan, Town Clerk



TOWN OF EAGAR
REGULAR TOWN COUNCIL MEETING
MARCH 5, 2024, at 6:00 PM
COUNCIL CHAMBER, 22 WEST 2ND STREET

MINUTES

Mayor Steve Erhart called the regular meeting to order and welcomed those present. Mayor Erhart requested that the record show all Councilmembers are present. Mayor Steve Erhart led the Pledge of Allegiance and Councilman Bryce Burnham offered the invocation.

5. SUMMARY OF CURRENT EVENTS

Mayor Steve Erhart announced that tomorrow night there is a solar and wind vendor fair with Connectgen at the American Legion, make sure you RSVP.

Brannon Eagar Town Manager stated I just want to give council an update on some of the project we're going be going through this summer. We have the main street lighting project, which is new holes and solar lighting from Central Avenue to the Springville town limits, that's through a grant that was obtained 3 to 4 years ago and it's now coming to fruition so will be working on that. We were approved for the grant for our meters and installation for the AMI system, that should help detect leaks and that should begin to be installed this summer. Hoping to have all the meters installed by winter. If you have been up to the cemetery you'll see the dirt work is complete and crews will begin installing the sprinkler system and we will prepare to Hydro seed that. We're looking to fencing options for that south end along 4th Street there were just rolls off the hill we don't want kids on motorcycles and ATVs ramping up into the cemetery. Along with that we're looking at renovating the entrance into the cemetery that comes off 3rd street that needs to be widened out and we're looking to renovate that we'll have more for council on that coming up. We also have our hydrant grant which we've been approved for \$70,000 for new hydrants were strategically placing those hydrants in places that are needed and places that haven't had them. That's going on throughout the summer and the town installing.

David Lamm Finance Director stated we're about 60% through fiscal year as of January I'm looking through our revenues and expenditures they're about right on track where we want them to be so we're looking good budget wise for our cash we have about 1.3 million in our operating fund and we have about 6.8 million in our LGIP account and we have been able to transfer 75,000 each month into our LGIP for future savings.

Jessica Vaughan Town Clerk stated that currently working on prepping for the balloon festival we do have six pilots that have registered for the balloon festival I am also working on elections with all the new state legislation laws and then I am working on updating town code and contracts. With new state law that has moved the nomination period up to March 4th until April 1st at 5pm with the Primary Election date now being on July 30th.

John Pedroncelli, Public Works Director stated that we are starting to work on developing the traffic control plans and work plans for the sewer extension project on highway 180 and 191. Patching around town and Bashas parking lot in preparation for overlay.

Britney Reynolds, Community Development Director stated we have been awarded utility grants one is for a contracted grant writer. Assisting other departments with other grants and working on meters.

Robert Pena, Fire Captain stated it is grant season for fire. We were awarded a grant from the Arizona Department of Forestry Fire Management of \$10,000 to help with wild land equipment. We are working on a Homeland Security grant for radios, Highway Safety grant for extraction equipment and Assistance to Firefighters grant for a new fire engine. Working with management on an agreement with Arizona Department of Corrections to help with the Apache-Winslow unit. Also working on the new firehouse with management and call volumes are up 66% from what we were last year.

Dayson Merrill Police Chief introduced Sydney Aragon that just recently graduated from the academy. Personnel numbers we are up to 7 sworn officers, 1 in academy, background on lateral, and 1 ready to go to academy in July, interviewing 4 on Thursday, 1 administrative assistant thank you Zona for all you have done, 1 animal control and 5 volunteers. Some numbers we have for total incidents 253, calls for service 115, officer initiated 138, traffic stops 81, other 57, 44 cases, 22 felony and criminal cases. Police department wants to be out in the public we helped with career days, attended the Apache County crisis system and have been attending classes training at the High School.

6. PRESENTATION

A. PRESENTATION- ZONA GILLIAM RETIREMENT

Mayor Steve Erhart presented and years of service certificate to Zona Gilliam and thanked her for her years at the Eagar Police Department and Round Valley Police Department.

6. OPEN CALL TO THE PUBLIC

Terry Shove reported to the council that career day went great with the attendance of the Fire Department and Police Department, we also had Tucson Electric Power, Western Drug, White Mountain Regional Medical Center. Little League Basketball was a success, and we have a sheet for March for Meals donations, and there is a Palm Sunday program at 5pm.

Fred Martin reported to the council that he wanted to thank Brannon Eagar for coming out and meeting with him and stated that there is a dog problem in Eagar. He passed out copies of his complaint form to the council for their review.

8. CONSENT AGENDA

- A. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE MEETING MINUTES FROM FEBRUARY 2024
- B. APPROVAL OF JANUARY 2024 NATIONAL BANK OF ARIZONA TRANSMITTALS, CHECKS WRITTEN, PAYROLL DIRECT DEPOSIT VOUCHERS, AND CREDIT CARD PURCHASES
- C. ACCEPTANCE OF JANUARY 2024 FINANCIAL REPORT AND SALES TAX REPORT

Councilman Ray Hamblin made a motion to approve the consent agenda. Councilwoman Debra Seeley seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade
Bryce Burnham
Ray Hamblin

9. NEW BUSINESS

- A. DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION 2024-03 ADOPTION OF SETTING WATER AND WASTEWATER RATES AND PARK AND CEMETERY FEES

Brannon Eagar stated this is the action item from the public hearing. I believe that with that public hearing and the input from our citizenry, and the input from the Utilities Board I recommend that we approve resolution 2024-03 and set the water and wastewater rates and park and cemetery fees.

Councilman Bryce Burnham asked if we did a study compared to Springerville

Brandon Slade stated that yes, it is quite a bit less even after the increases and also compared to other municipalities around the area.

Councilwoman Debra Seeley made a motion to approve Resolution 2024-03 Adoption of setting Water and Wastewater rates and Park and Cemetery fees. Vice-mayor Marsha Tucker seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade
Bryce Burnham
Ray Hamblin

B. DISCUSSION AND POSSIBLE ACTION OF APPROVING RESOLUTION 2024-05 APPROVING THE 2024 FEE SCHEDULE

Brannon Eagar stated in the packets there is an updated fee schedule for services the town charges for. The directors and I went through the list and with all things considered we tried to not price people out of being able to do things but not price the town into debt. There are increases and decreases in some areas but do believe that the fee schedule is what's best for the town moving forward and our citizens.

Vice-mayor Marsha Tucker made a motion to approve Resolution 2024-05 approving the 2024 Fee Schedule. Councilman Ray Hamblin seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade
Bryce Burnham
Ray Hamblin

C. DISCUSSION AND POSSIBLE ACTION TO AMEND RESOLUTION 2024-04 CALL OF THE 2024 ELECTION

Jessica Vaughan stated that with the Legislation law changes we need to amend the last resolution updating it with the July 30th, 2024 election date.

Mayor Erhart asked if the people that picked up packets have been notified. Jessica Vaughan stated she did call them and let them know of the change.

Vice-mayor Marsha Tucker made a motion to amend Resolution 2024-04 Call of the 2024 Election. Councilman Bryce Burnham seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade
Bryce Burnham

Ray Hamblin

D. DISCUSSION AND POSSIBLE ACTION TO APPROVE A JOB ORDER CONTRACT WITH NICOLL ELECTRIC

Brannon Eagar stated we went out to Request for Proposals for electricians. We have needs throughout the town that require small electrical consulting and work. Having gone through that process we received the only local electrician was Nicoll Electric, the rates are concurrent with the local pricing. Anything over \$10,000 will still come to council and would recommend approving the Job Order Contract.

Councilman Ray Hamblin made a motion to approve a Job Order Contract with Nicoll Electric. Vice-mayor Marsha Tucker seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade
Bryce Burnham
Ray Hamblin

E. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE INTERIM INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF SPRINGERVILLE FOR ANIMAL CONTROL SERVICES

Brannon Eagar stated with the joint services agreement with Springerville you are all aware that the Animal Control was the part that would go with the police department. With that document we did not specify within that document that the Town of Eagar gave the Springerville Animal Control officer any right to cite ordinances in the Town of Eagar. We have had to dismiss some cases in the Town of Eagar and Brett Rigg has helped bring this interim IGA with the Town of Springerville while we work on the final IGA which would be an addendum to the shared services agreement that the animal control officer can take care of animal issues in Eagar.

Bret Rigg stated that this will be only for a month and then at the next meeting should have the IGA and beefing up the offenses for animal offenses from a petty offense to a misdemeanor. It's not just Eagar but Apache County has a dog problem. We have had to dismiss a few cases one that involved a dog bit that was bad. Hoping that we can refile under State Statute rather than the citation.

Brannon Eagar stated that with this interim agreement the animal control officer during this period will cite in both communities under Springerville ordinance so that he is not having to figure out both ordinances for the next month.

Councilman Bryce Burnham made a motion to approve the Interim Intergovernmental Agreement with the Town of Springerville for Animal Control Services. Councilman Ray Hamblin seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade
Bryce Burnham
Ray Hamblin

F. DISCUSSION AND POSSIBLE ACTION TO APPROVE A MUTUAL AID AGREEMENT BETWEEN THE ROUND VALLEY FIRE AND MEDICAL DEPARTMENT AND ALPINE FIRE DISTRICT

Robert Pena stated that this is an agreement we had in place before we are just cleaning up with the merge and updating the name change.

Councilwoman Debra Seeley made a motion to approve a Mutual Aid Agreement between the Round Valley Fire and Medical Department and Alpine Fire District. Councilman Bryce Burnham seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade
Bryce Burnham
Ray Hamblin

G. DISCUSSION AND POSSIBLE ACTION TO APPROVE A MUTUAL AID FOR EQUIPMENT BETWEEN ROUND VALLEY FIRE AND MEDICAL AND GREER FIRE DISTRICT

Robert Pena stated that Greer Fire has Scott air packs that are 20 years old. With the merger we have excess equipment that we can lend them and streamline service.

Brannon Eagar stated that Greer Fire will pay \$1000 a year for maintenance.

Councilwoman Debra Seeley made a motion to approve a Mutual Aid Agreement for Equipment between the Round Valley Fire and Medical Department and Greer Fire District. Vice-mayor Marsha Tucker seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade

Bryce Burnham
Ray Hamblin

H. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF FIREWORKS NOT TO EXCEED \$40,000 FOR THE 4TH OF JULY FIREWORKS SHOW

Brannon Eagar stated that the cost has gone up for fireworks and for the same size show we had last year. We have sent out letters to businesses for donations and citizens are also welcome to donate. Springerville will be splitting the cost with Eagar.

Councilman Ray Hamblin made a motion to approve the purchase of Fireworks not to exceed \$40,000 for the 4th of July Fireworks Show. Councilman Brandon Slade seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
 Marsha Tucker
 Debra Seeley
 Brandon Slade
 Bryce Burnham
 Ray Hamblin

I. DISCUSSION AND POSSIBLE ACTION TO APPROVE A CONTRACTOR FOR THE RAMSEY PARK BATHROOM REMODEL

Britney Reynolds stated that we had two bids submitted one is a General Contractor which is what we asked for in the bid and I would recommend for this project. The other being a plumbing company which was Unit 1 Plumbing. Staff recommendation is to approve Hamblin Building Systems.

Vice-mayor Marsha Tucker made a motion to approve Hamblin Building for the Ramsey Park Bathroom remodel. Councilman Brandon Slade seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
 Marsha Tucker
 Debra Seeley
 Brandon Slade
 Bryce Burnham
 Ray Hamblin

J. DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION 2024-07 APPROVING DESIGNATION OF APPLICANTS AUTHORIZED REPRESENTATIVE AND ALTERNATE AUTHORIZED REPRESENTATIVE FOR SUBMISSION TO THE DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

Britney Reynolds stated this is more of a house keeping item Department of Emergency and Military Affairs (DEMA) at times has different funds available. I was reached out to by DEMA asking about funds that were not used, after further investigation Mr. Mears was still the applicant and asked how to fix the situation and was told we needed to authorize a new authorized representative and alternate representative.

Councilwoman Debra Seeley made a motion to approve Resolution 2024-07 approving Brannon Eagar and Britney Reynolds as authorized representatives for submission to the Department of Emergency and Military Affairs. Councilman Ray Hamblin seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade
Bryce Burnham
Ray Hamblin

K. DISCUSSION AND POSSIBLE ACTION TO APPOINT CHELSEA SLADE AS A COMMISSIONER TO THE PLANNING AND ZONING COMMISSION

Britney Reynolds introduced Chelsea Slade she did meet with Ethan Eagar and I we went over the parameters of the Planning & Zoning Commission. She was our only applicant but excited for her to join the commission and has great idea that I think will benefit the town and is ready to help improve the area and bring in new business.

Vice-mayor Marsha Tucker made a motion to appoint Chelsea Slade as a Commissioner to the Planning and Zoning Commission. Councilman Ray Hamblin seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade
Bryce Burnham
Ray Hamblin

L. DISCUSSION AND POSSIBLE ACTION TO APPROVE A VARIANCE FOR BUTLER STREET JOG PROPERTY- ~~REMOVED~~

10. EXECUTIVE SESSION

A. EXECUTIVE SESSION AS ALLOWED BY A.R.S § 38-431.03.A7 DISCUSSIONS OR CONSULTATIONS WITH DESIGNATED REPRESENTATIVES OF THE PUBLIC BODY IN ORDER TO CONSIDER ITS POSITION AND INSTRUCT ITS REPRESENTATIVES REGRDING NEGOTIATIONS FOR THE PURCHASE, SALE, OR LEASE OF REAL PROPERTY- **BASHAS CONTRACT**

Councilwoman Debra Seeley made a motion to move into executive session [at 6:50 pm]. Councilor Bryce Burnham seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade
Bryce Burnham
Ray Hamblin

Councilwoman Debra Seeley made a motion to move into regular session [at 7:10 pm]. Vice-mayor Marsha Tucker seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade
Bryce Burnham
Ray Hamblin

11. RECONVENE INTO REGULAR SESSION

A. DISCUSSION AND POSSIBLE ACTION TO APPROVE TO GO OUT TO BID FOR ASPHALT FOR THE BASHAS PARKING LOT AND APPROVE THE TOWN MANAGER TO ACCEPT THE LOWEST AND OR RESPONSIBLE BIDDER

Vice-mayor Marsha Tucker made a motion to approve to go out to bid for Asphalt and Striping for the Bashas Parking lot and approve the Manager to accept the lowest and or responsible bid. Councilor Ray Hamblin seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade
Bryce Burnham
Ray Hamblin

12. ADJOURNMENT

Councilman Bryce Burnham made a motion to adjourn at [at 7:13 p.m.]. Councilwoman Debra Seeley seconded; all were in favor, motion carried unanimously. 6-0

Vote: Ayes: Steve Erhart
Marsha Tucker
Debra Seeley
Brandon Slade

Bryce Burnham
Ray Hamblin

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 Regular Council Meeting of the Town of Eagar, Arizona held on March 5, 2024. 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 - 02/01/2024 to 02/29/2024

Payee Name	Reference Number	Payment Date	Payment Amount	Void Date	Void Amount	Source
AMAZON CAPITAL SERVICES	49904	02/07/2024	\$1,007.10			Purchasing
AZ DEPT OF CORRECTIONS	49905	02/07/2024	\$110.00			Purchasing
BLUE HILLS ENVIRONMENTAL ASSOC	49906	02/07/2024	\$642.27			Purchasing
CARQUEST OF SPRINGERVILLE	49907	02/07/2024	\$327.27			Purchasing
DAVIS ACE HARDWARE	49908	02/07/2024	\$196.29			Purchasing
GO TO GLASS LLC	49909	02/07/2024	\$507.61			Purchasing
KNS TECH SERVICES LLC	49910	02/07/2024	\$2,550.00			Purchasing
NAPA AUTO PARTS	49911	02/07/2024	\$2,643.16			Purchasing
NICOLL ELECTRIC LLC	49912	02/07/2024	\$5,321.25			Purchasing
O'REILLY AUTO PARTS	49913	02/07/2024	\$1,065.38			Purchasing
PAGE, SHELBY	49914	02/07/2024	\$16.08			Purchasing
REED, LEVI	49915	02/07/2024	\$6,000.00			Purchasing
SANDERSON FORD	49916	02/07/2024	\$308.83			Purchasing
SIERRA PROPANE	49917	02/07/2024	\$5,144.57			Purchasing
STAPLES	49918	02/07/2024	\$262.39			Purchasing
TOWN OF SPRINGERVILLE	49919	02/07/2024	\$1,471.37			Purchasing
VALLEY AUTO PARTS	49920	02/07/2024	\$127.35			Purchasing
WHITE MOUNTAIN COMMUNICATIONS	49921	02/07/2024	\$247.45			Purchasing
WHITE MOUNTAIN PUBLISHING-IND.	49922	02/07/2024	\$232.40			Purchasing
WOODLAND BUILDING CENTER HOL	49923	02/07/2024	\$386.51			Purchasing
ALL COPY PRODUCTS, INC	49931	02/14/2024	\$3,789.66			Purchasing
APACHE COUNTY TREASURER	49932	02/14/2024	\$5.57			Purchasing
ARIZONA SUPREME COURT	49933	02/14/2024	\$1,241.79			Purchasing
AZ DEPT OF CORRECTIONS	49934	02/14/2024	\$195.36			Purchasing
AZ STATE TREASURER	49935	02/14/2024	\$660.58			Purchasing
B&R TRUCKING	49936	02/14/2024	\$7,586.03			Purchasing
BOUND TREE MEDICAL LLC	49937	02/14/2024	\$981.53			Purchasing
INTERSTATE BATTERIES	49938	02/14/2024	\$126.07			Purchasing
MC RAE, MEGAN	49939	02/14/2024	\$143.65			Purchasing
NATIONAL BANK OF ARIZONA	49940	02/14/2024	\$3,860.37			Purchasing
PAGE STEEL COMPANY	49941	02/14/2024	\$802.01			Purchasing
PUBLIC SAFETY PERSONNEL RETIRE	49942	02/14/2024	\$2,500.00			Purchasing
QUILL CORPORATION	49943	02/14/2024	\$193.59			Purchasing
SEAN P WILSON MD	49944	02/14/2024	\$100.00			Purchasing
SOLIS, KARA	49945	02/14/2024	\$438.46			Purchasing
SUMMIT HEALTHCARE REGIONAL ME	49946	02/14/2024	\$323.00			Purchasing
TOWN OF SPRINGERVILLE	49947	02/14/2024	\$209,634.24			Purchasing
ULINE, INC	49948	02/14/2024	\$473.76			Purchasing
VAUGHAN, JESSICA	49949	02/14/2024	\$438.46			Purchasing
BOUND TREE MEDICAL LLC	49958	02/21/2024	\$261.71			Purchasing
BROWN & BROWN LAW OFFICES,P.C.	49959	02/21/2024	\$22,631.52			Purchasing
DANA KEPNER COMPANY	49960	02/21/2024	\$3,844.55			Purchasing
FRONTIER	49961	02/21/2024	\$849.99			Purchasing
KONICA MINOLTA BUSINESS SOLUTI	49962	02/21/2024	\$261.57			Purchasing
MISSION LINEN SUPPLY	49963	02/21/2024	\$164.66			Purchasing
NAVOPACHE ELEC COOP, INC	49964	02/21/2024	\$11,139.43			Purchasing
REYNOLDS, WILLIAM	49965	02/21/2024	\$500.00			Purchasing
ROZNOVAK, JOSIAH	49966	02/21/2024	\$500.00			Purchasing
SOLAR SECURED SOLUTIONS LLC	49967	02/21/2024	\$59.85			Purchasing
STAPLES	49968	02/21/2024	\$446.91			Purchasing
THE RIGG LAW FIRM PLLC	49969	02/21/2024	\$3,135.00			Purchasing
ALLEY, FRANK	49970	02/27/2024	\$62.23			Purchasing
AMRRP - INSURANCE POOL	49971	02/27/2024	\$38,226.00			Purchasing
AZ DEPT OF CORRECTIONS	49972	02/27/2024	\$195.00			Purchasing
BARTON ARCHITECTURE, PLLC	49973	02/27/2024	\$4,500.00			Purchasing
BUSINESS SOLUTIONS GROUP LLC	49974	02/27/2024	\$508.74			Purchasing
EMPIRE SOUTHWEST LLC	49975	02/27/2024	\$641.94			Purchasing
EPS GROUP INC	49976	02/27/2024	\$9,330.00			Purchasing
FRONTIER	49977	02/27/2024	\$329.32			Purchasing
HIGH COUNTRY PROPANE INC	49978	02/27/2024	\$453.58			Purchasing
KNS TECH SERVICES LLC	49979	02/27/2024	\$697.35			Purchasing
L.N. CURTIS & SONS	49980	02/27/2024	\$15,579.37			Purchasing
LAW OFFICE OF MICHAEL S PENROD	49981	02/27/2024	\$698.50			Purchasing
STAPLES	49982	02/27/2024	\$100.62			Purchasing
SUNRISE ENGINEERING INC	49983	02/27/2024	\$827.50			Purchasing
VERIZON WIRELESS	49984	02/27/2024	\$129.44			Purchasing
WHITE MTN REG MED CNTR	49985	02/27/2024	\$216.30			Purchasing
ZZ HILL, TORI	EFT	02/05/2024	(\$59.11)			Purchasing
Xpress Bill Pay	EFT-2302	02/05/2024	\$845.91			Purchasing
Chase Paymentech	EFT-2303	02/05/2024	\$781.61			Purchasing
Chase Paymentech	EFT-2304	02/05/2024	\$51.39			Purchasing
NATIONAL BANK OF AZ -Bank Fees	EFT-2305	02/09/2024	\$292.51			Purchasing
ARIZONA DEPT OF REVENUE - TPT	EFT-2306	02/14/2024	\$5,245.55			Purchasing

TOWN OF EGAR
Disbursement Listing
Checking - 068000425 - 02/01/2024 to 02/29/2024

<u>Payee Name</u>	<u>Reference Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Void Date</u>	<u>Void Amount</u>	<u>Source</u>
R.A.G.H.T	EFT-2307	02/14/2024	\$34,534.51			Purchasing
WRIGHT EXPRESS FLEET SERVICES	EFT-2308	02/06/2024	\$1,153.03			Purchasing
ADORNO, QUINTIN	VOID	02/05/2024	(\$10.89)			Purchasing
ALLRED, BRENDAN	VOID	02/05/2024	(\$51.41)			Purchasing
AVERY, CHRIS	VOID	02/05/2024	(\$31.91)			Purchasing
AVERY, CHRIS	VOID	02/05/2024	(\$12.38)			Purchasing
AVERY, CHRIS	VOID	02/05/2024	(\$5.78)			Purchasing
AVERY, CHRIS	VOID	02/05/2024	(\$3.07)			Purchasing
AVERY, CHRIS	VOID	02/05/2024	(\$3.07)			Purchasing
BEARD, RONNIE	VOID	02/05/2024	(\$11.86)			Purchasing
FILLINGIM, CAUY/ELYSE	VOID	02/05/2024	(\$14.66)			Purchasing
FINLEY, DIONNA	VOID	02/05/2024	(\$52.30)			Purchasing
FINLEY, DIONNA	VOID	02/05/2024	(\$51.41)			Purchasing
FINLEY, DIONNA	VOID	02/05/2024	(\$40.42)			Purchasing
FINLEY, DIONNA	VOID	02/05/2024	(\$35.61)			Purchasing
GOODSELL, JACOB	VOID	02/05/2024	(\$3.63)			Purchasing
GOODSELL, JACOB	VOID	02/05/2024	(\$1.54)			Purchasing
HURTADO, MATTHEW	VOID	02/05/2024	(\$44.70)			Purchasing
MEACHAM, GEORGE	VOID	02/05/2024	(\$23.31)			Purchasing
ROBBERTS, AARON	VOID	02/05/2024	(\$0.39)			Purchasing
SPEAR, MIKE	VOID	02/05/2024	(\$1.78)			Purchasing
VICKERS, KEVIN	VOID	02/05/2024	(\$18.29)			Purchasing
VICKERS, KEVIN	VOID	02/05/2024	(\$2.41)			Purchasing
WALKER, VERLYN	VOID	02/05/2024	(\$18.51)			Purchasing
WALKER, VERLYN	VOID	02/05/2024	(\$18.51)			Purchasing
WALKER, VERLYN	VOID	02/05/2024	(\$17.02)			Purchasing
WALKER, VERLYN	VOID	02/05/2024	(\$12.34)			Purchasing
WALKER, VERLYN	VOID	02/05/2024	(\$9.26)			Purchasing
WALKER, VERLYN	VOID	02/05/2024	(\$4.69)			Purchasing
AVERY, CHRIS	VOID 4283	02/05/2024	(\$72.30)			Purchasing
ZZ SUTTON, JOSEPH	VOIDCK	02/05/2024	(\$4.00)			Purchasing
			\$420,620.44		\$0.00	

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Section 7, Item B.

Vendor	Invoice No.	PO Number	Activity No.	Description	Date	Amount
10.20141 - CHILD SUPPORT/GARNISHMENTS						
Support Payment Clearing Hous	PR020224-4277			Child Supp	02/07/2024	709.85
Support Payment Clearing Hous	PR021624-4277			Child Supp	02/20/2024	709.85
						\$1,419.70
10.20150 - SEC125 UNREIMB MED&DPNDT CARE						
HSA Bank	PR020824-HSA			HSA	02/08/2024	550.00
10.20175 - Arizona STATE RETIREMENT						
ARIZONA STATE RETIREMEN	PR020224-265			ASRS	02/07/2024	13,739.88
ARIZONA STATE RETIREMEN	PR020224-265			ASRS - OT	02/07/2024	266.74
ARIZONA STATE RETIREMEN	PR020224-265			ASRS - LTD	02/07/2024	173.08
ARIZONA STATE RETIREMEN	PR021624-265			ASRS	02/20/2024	13,800.36
ARIZONA STATE RETIREMEN	PR021624-265			ASRS - OT	02/20/2024	143.12
ARIZONA STATE RETIREMEN	PR021624-265			ASRS - LTD	02/20/2024	172.32
						\$28,295.50
10.22100 - FICA PAYABLE						
Internal Revenue Service	PR020224-4279			Social Security Tax	02/07/2024	7,837.24
Internal Revenue Service	PR020224-4279			Medicare Tax	02/07/2024	1,832.94
Internal Revenue Service	PR021624-4279			Social Security Tax	02/20/2024	7,400.92
Internal Revenue Service	PR021624-4279			Medicare Tax	02/20/2024	1,730.88
						\$18,801.98
10.22110 - FEDERAL WITHHOLDING PAYABLE						
Internal Revenue Service	PR020224-4279			Federal Income Tax	02/07/2024	3,035.56
Internal Revenue Service	PR021624-4279			Federal Income Tax	02/20/2024	2,773.19
						\$5,808.75
10.22120 - STATE WITHHOLDING PAYABLE						
Arizona Dept of Revenue	PR020224-4280			State Income Tax	02/07/2024	1,403.19
Arizona Dept of Revenue	PR021624-4280			State Income Tax	02/20/2024	1,355.53
						\$2,758.72
10.22200 - 457 PAYABLE						
NATIONWIDE 457	PR020224-4278			Retirement 457	02/07/2024	4,313.60
NATIONWIDE 457	PR021624-4278			Retirement 457	02/20/2024	4,363.10
						\$8,676.70
10.22300 - MEDICAL INSURANCE PAYABLE						
R.A.G.H.T	FEB24/2307			Insurance-Medical	02/14/2024	30,742.12
10.22310 - LIFE INSURANCE PAYABLE						
R.A.G.H.T	FEB24/2307			Insurance-Life	02/14/2024	148.00
10.22315 - VOLUNTARY LIFE INS PYBLE						
American Heritage Life Insuranc	PR020724-ALLS			Life Ins	02/07/2024	168.77
R.A.G.H.T	FEB24/2307			Insurance-Vol Life	02/14/2024	1,218.45
						\$1,387.22
10.22320 - DENTAL INSURANCE PAYABLE						
R.A.G.H.T	FEB24/2307			Insurance-Dental	02/14/2024	2,114.20
10.22330 - AFLAC INS PAYABLE (PRE & POST)						
Aetna Life Insurance Company	022024-AETNA			GROUP NO: 802889	02/20/2024	282.58
Aflac	PR020724-AFLA			Aflac	02/07/2024	205.34
Madison National Life Ins Co Inc	PR022024-STD			ACCT NO:104001700000000	02/20/2024	44.60
						\$532.52
10.22340 - VISION INSURANCE PAYABLE						
R.A.G.H.T	FEB24/2307			Insurance-Vision	02/14/2024	311.74
10.22400 - LEGALSHIELD						
Legal Shield	PR020724-LS			Legal Shield	02/07/2024	170.90
10.23100 - WORKMENS COMPENSATION PAYABLE						
AMRRP - WORK COMP	PR011524			Workmans comp quarterly reports	01/15/2024	16,850.78
10.23300 - EFD PAYABLE						
EAGAR FIREFIGHTER ASSOC	PR020224-157			EFD Deduction	02/07/2024	40.00
10.25100 - SURCHARGE TO STATE PAYABLE						
ARIZONA DEPT OF REVENUE	FEB24/2306			TPT	02/14/2024	5,245.55
AZ STATE TREASURER	JAN24			COURT DOCKET MONEY PAYMENT	02/12/2024	660.58
						\$5,906.13
10.25110 - SURCHARGE TO COUNTY PAYABLE						
APACHE COUNTY TREASURE	JAN24			JAIL FEE/ASSESSMENT FEE	02/12/2024	5.57
10.40-610 - ECONOMIC DEVELOPMENT						
NATIONAL BANK OF ARIZONA	FEB24/3422			3422/TRAILRIDERS REST.	02/02/2024	173.39
10.41-500 - GENERAL INSURANCE						
AMRRP - INSURANCE POOL	40001356-02262			AMRRP	02/26/2024	16,437.18
10.41-571 - ATTORNEY						
THE RIGG LAW FIRM PLLC	2953			LEGAL SERVICES - CRIMINAL	02/20/2024	2,400.00
THE RIGG LAW FIRM PLLC	2955			LEGAL SERVICES - CIVIL	02/20/2024	735.00
						\$3,135.00
10.41-572 - COMPUTER SUPPORT						
KNS TECH SERVICES LLC	6670			COMPUTER SUPPORT MONTHLY AGR	02/01/2024	

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Section 7, Item B.

Vendor	Invoice No.	PO Number	Activity No.	Description	Date	Amount
10.41-620 - MPC EXP UNRELATED TO BONDS						
NAVOPACHE ELEC COOP, INC	FEB24/2649605			150 N MAIN	02/09/2024	110.50
NAVOPACHE ELEC COOP, INC	FEB24/2654606			578 N MAIN	02/09/2024	221.49
TOWN OF SPRINGERVILLE	10824			NPC ROOF REPLACEMENT	02/05/2024	6,301.72
						\$6,633.71
10.42-310 - OFFICE SUPPLIES						
NATIONAL BANK OF ARIZONA	FEB24/1724	50330		1724/ETSY NAME PLATES	02/02/2024	23.94
10.42-530 - COURT COSTS						
ARIZONA SUPREME COURT	2024-00000185			COMPUTER/LASER PRINTER	02/06/2024	1,241.79
10.42-571 - INDIGENT ATTORNEY						
LAW OFFICE OF MICHAEL S P E				PUBLIC DEFENDER	02/20/2024	698.50
10.43-310 - OFFICE SUPPLIES						
NATIONAL BANK OF ARIZONA	FEB24/1724	50330		1724/ETSY NAME PLATES	02/02/2024	23.94
10.43-585 - TRAINING & TRAVEL						
SUMMIT HEALTHCARE REGIO	020924-01	50357		CPR	02/09/2024	17.00
10.44-310 - OFFICE SUPPLIES						
NATIONAL BANK OF ARIZONA	FEB24/1724	50330		1724/ETSY NAME PLATES	02/02/2024	23.94
10.44-520 - PRINTING & ADVERTISING						
WHITE MOUNTAIN PUBLISHIN	190354	50324		PUBLIC HEARING - RATES	01/09/2024	116.20
WHITE MOUNTAIN PUBLISHIN	193055	50324		PUBLIC HEARING - RATES	01/23/2024	116.20
						\$232.40
10.44-585 - TRAINING & TRAVEL						
NATIONAL BANK OF ARIZONA	FEB,24/1724	50333		1724/UMCA CONFERENCE	02/02/2024	320.00
SUMMIT HEALTHCARE REGIO	020924-01	50357		CPR	02/09/2024	17.00
VAUGHAN, JESSICA	FEB24			PER-DIEM & MILEAGE/RAGHT CONF	02/13/2024	438.46
						\$775.46
10.45-310 - OFFICE SUPPLIES						
NATIONAL BANK OF ARIZONA	FEB24/1724	50330		1724/ETSY NAME PLATES	02/02/2024	54.37
NATIONAL BANK OF ARIZONA	FEB24/1724	50330		1724/ETSY NAME PLATES	02/02/2024	110.84
STAPLES	8073183321	50350		OFFICE SUPPLIES	02/05/2024	168.43
						\$333.64
10.45-580 - DUES & SUBSCRIPTIONS						
NATIONAL BANK OF ARIZONA	FEB24/1856			1856/ICC ANNUAL SUBSCRITION	02/02/2024	160.00
SUNRISE ENGINEERING INC	0140864	50291		GIS MAPPING	02/12/2024	827.50
						\$987.50
10.45-585 - TRAINING & TRAVEL						
SUMMIT HEALTHCARE REGIO	020924-01	50357		CPR	02/09/2024	34.00
10.46-310 - OFFICE SUPPLIES						
BUSINESS SOLUTIONS GROU	16567	50356		CHECKS	02/23/2024	167.88
QUILL CORPORATION	37009081	50345		ENVELOPES/BOXES	02/01/2024	11.52
QUILL CORPORATION	37085669	50345		ENVELOPES/BOXES	02/01/2024	52.37
						\$231.77
10.46-525 - POSTAGE, FREIGHT & FEES						
NATIONAL BANK OF ARIZONA	FEB24/2615			2615/USPS	02/02/2024	22.44
10.46-526 - BANKING FEES						
Chase Paymentech	FEB24/1052			BANKING FEES	02/05/2024	125.05
Chase Paymentech	FEB24/2304			BANKING FEES	02/05/2024	8.23
NATIONAL BANK OF AZ -Bank	FEB24/2305			BANKING FEES	02/09/2024	46.80
Xpress Bill Pay	INV-XPR008085			BANKING FEES	02/05/2024	135.36
						\$315.44
10.46-585 - TRAINING & TRAVEL						
SOLIS, KARA	FEB24			MILEAGE/PER-DIEM - RAGHT CONF	02/13/2024	438.46
SUMMIT HEALTHCARE REGIO	020924-01	50357		CPR	02/09/2024	51.00
						\$489.46
10.50-570 - PROFESSIONAL & TECHNICAL SRV						
TOWN OF SPRINGERVILLE	FY24 2nd QTR			SHARED SERVICES	02/05/2024	203,332.52
10.51-102 - FIRE PAY - CONTRACT						
ADORNO, QUINTIN	VOID47395			VOID 47395	02/05/2024	-10.89
ALLRED, BRENDAN	VOID45880			VOID 45880	02/05/2024	-51.41
AVERY, CHRIS	VOID42838			VOID 42838	02/05/2024	-72.30
AVERY, CHRIS	VOID43111			VOID 43111	02/05/2024	-12.38
AVERY, CHRIS	VOID45481			VOID 45481	02/05/2024	-3.07
AVERY, CHRIS	VOID46080			VOID 46080	02/05/2024	-5.78
AVERY, CHRIS	VOID46166			VOID 46166	02/05/2024	-3.07
AVERY, CHRIS	VOID47023			VOID 47023	02/05/2024	-31.91
BEARD, RONNIE	VOID43220			VOID 43220	02/05/2024	-11.86
FILLINGIM, CAUY/ELYSE	VOID47029			VOID 47029	02/05/2024	-14.66
FINLEY, DIONNA	VOID46079			VOID 46079	02/05/2024	-51.41
FINLEY, DIONNA	VOID46165			VOID 46165	02/05/2024	-40.42
FINLEY, DIONNA	VOID47021			VOID 47021	02/05/2024	-35.61
FINLEY, DIONNA	VOID47121			VOID 47121	02/05/2024	-35.61
GOODSELL, JACOB	VOID43954			VOID 43954	02/05/2024	-35.61

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Vendor	Invoice No.	PO Number	Activity No.	Description	Date	Amount
GOODSELL, JACOB	VOID44049			VOID 44049	02/05/2024	-1.54
HURTADO, MATTHEW	VOID46847			VOID 46847	02/05/2024	-44.70
MEACHAM, GEORGE	VOID45259			VOID 45259	02/05/2024	-23.31
ROBERTS, AARON	VOID43110			VOID 43110	02/05/2024	-0.39
SPEAR, MIKE	VOID46500			VOID 46500	02/05/2024	-1.78
VICKERS, KEVIN	VOID43837			VOID 43837	02/05/2024	-2.41
VICKERS, KEVIN	VOID43953			VOID 43953	02/05/2024	-18.29
WALKER, VERLYN	VOID17394			VOID 47394	02/05/2024	-18.51
WALKER, VERLYN	VOID43835			VOID 43835	02/05/2024	-4.69
WALKER, VERLYN	VOID43951			VOID 43951	02/05/2024	-12.34
WALKER, VERLYN	VOID44598			VOID 44598	02/05/2024	-17.02
WALKER, VERLYN	VOID45710			VOID 45710	02/05/2024	-18.51
WALKER, VERLYN	VOID46858			VOID 46858	02/05/2024	-9.26
(\$573.45)						
10.51-325 - CHEMICALS Rx & LAB SPLYs						
BOUND TREE MEDICAL LLC	85237616	50349		MEDICAL SUPPLIES	02/01/2024	981.53
10.51-340 - GAS, OIL, LUBRICANTS						
WRIGHT EXPRESS FLEET SE	94817354			FUEL ACCT#0403-00-652563-8	02/06/2024	829.76
10.51-341 - VEHICLE SUPPLIES & MAINTENANCE						
AMAZON CAPITAL SERVICES	1JPY-1KHF-9RJJ			PARTS	02/01/2024	57.76
GO TO GLASS LLC	1036-3465337	50329		WINDSHIELD - TAHOE	01/16/2024	248.81
GO TO GLASS LLC	1036-3465387	50329		WINDSHIELD - RESCUE	02/01/2024	258.80
O'REILLY AUTO PARTS	6049-202523	50327		BATTERIES	01/09/2024	454.93
\$1,020.30						
10.51-350 - SMALL TOOLS & EQUIPMENT						
DAVIS ACE HARDWARE	57726			UTILITY HEATER 1500W	01/11/2024	54.54
DAVIS ACE HARDWARE	57748			CORD SOLD BRAIDED 9/64"D	01/16/2024	29.42
WOODLAND BUILDING CENT	44021			SLD ANGLE	01/09/2024	17.45
\$101.41						
10.51-398 - COPY MACHINE LEASE						
KONICA MINOLTA BUSINESS	292005730			CREDIT	02/05/2024	-46.76
KONICA MINOLTA BUSINESS	292016562			C552 PRINTER/COPIER	02/06/2024	308.33
\$261.57						
10.51-399 - OTHER						
PUBLIC SAFETY PERSONNEL	2.12.2024			ACTUARIAL EVALUATION	02/12/2024	2,500.00
10.51-505 - ELECTRICITY						
NAVOPACHE ELEC COOP, INC	FEB24/2492805			1ST AVE NE 1/4	02/09/2024	299.64
NAVOPACHE ELEC COOP, INC	FEB24/2492905			EAGAR FIRE DEPT #2	02/09/2024	389.39
NAVOPACHE ELEC COOP, INC	FEB24/6496200			181 N EAGAR	02/09/2024	167.73
\$856.76						
10.51-512 - WIRELESS ACCESS						
VERIZON WIRELESS	9956592637			FIRE DEPT MOBILE BROADBAND	02/12/2024	96.82
10.51-515 - HEATING FUEL						
SIERRA PROPANE	553973			PROPANE-RV FIRE	01/12/2024	624.55
10.51-550 - RADIO MAINTENANCE & REPAIR						
WHITE MOUNTAIN COMMUNI	202401254	50348		RADIO REPAIRS	01/25/2024	247.45
10.51-585 - TRAINING & TRAVEL						
NATIONAL BANK OF ARIZONA	FEV24/0908	50323		0908/PEARSON - FD TRAINING	02/02/2024	581.81
10.55-380 - PARK & GROUNDS MATERIALS						
PAGE STEEL COMPANY	122748	50318		METAL FOR EAGAR SIGN	02/08/2024	802.01
10.55-610 - OTHER SPECIAL EVENTS						
REYNOLDS, WILLIAM	FEB24			DONATION - AZ JUNIOR BASSMASTE	02/14/2024	500.00
ROZNOVAK, JOSIAH	FEB24			DONATION - AZ JUNIOR BASSMASTE	02/14/2024	500.00
\$1,000.00						
10.58-290 - PRISON LABOR CHARGES						
AZ DEPT OF CORRECTIONS	W052845240202			INMATE LABOR	02/02/2024	33.00
AZ DEPT OF CORRECTIONS	WEAG0124			MILEAGE	02/07/2024	58.61
AZ DEPT OF CORRECTIONS	W052864240216			LABOR	02/16/2024	58.50
\$150.11						
10.58-310 - OFFICE SUPPLIES						
STAPLES	8073401874			KCUPS/COFFEE-MATE	02/26/2024	100.62
10.58-320 - CLEANING & SANITARY SUPPLIES						
DAVIS ACE HARDWARE	57757			CLEANR LIQUID PRO	01/17/2024	7.63
STAPLES	8073259281	50352		CLEANING SUPPLIES	02/12/2024	119.54
\$127.17						
10.58-355 - SAFETY EQUIPMENT						
AMAZON CAPITAL SERVICES	1JPY-1KHF-43T			EMERGENCY SIGNS/EXIT SIGNS	02/01/2024	62.13
AMAZON CAPITAL SERVICES	1TYF-RKDD-4R			EMERGENCY SIGNS/EXIT SIGNS	02/01/2024	61.57
STAPLES	8073259281	50352		FIRST AID SUPPLIES	02/12/2024	41.02
\$164.72						
10.58-360 - BUILDING REPAIR MATERIAL & SUP						
AMAZON CAPITAL SERVICES	1VRH-P3M7-3XK			TOILET REPAIRS	02/01/2024	

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KNS TECH SERVICES LLC	6717	50427		ACCESS POINTS - PUBLIC WORKS	02/22/2024	380.00
KNS TECH SERVICES LLC	6718	50427		ACCESS POINTS - PUBLIC WORKS	02/22/2024	317.35
WOODLAND BUILDING CENT	44277			C1x10'6" 29G CLASSIC BROWN	01/15/2024	99.05
WOODLAND BUILDING CENT	44888			WHITE FAN FORCED HEATER	01/24/2024	52.35
						\$934.67
10.58-380 - PARK & GROUNDS MATERIALS						
DAVIS ACE HARDWARE	57718			SNOW SHOVELS	01/10/2024	112.33
DAVIS ACE HARDWARE	57719			RETURN	01/10/2024	-32.72
NAPA AUTO PARTS	207559	50335		HEADLIGHTS	01/23/2024	277.53
NATIONAL BANK OF ARIZONA	FEB.24/1724	50334		1724/RING CAMERA	02/02/2024	1,060.43
ULINE, INC	173779272	50343		TRASH CAN LIDS- POND	01/30/2024	473.76
WOODLAND BUILDING CENT	44180			PARTS	01/11/2024	71.70
WOODLAND BUILDING CENT	44191			RETURN	01/11/2024	-39.25
						\$1,923.78
10.58-505 - ELECTRICITY						
NAVOPACHE ELEC COOP, INC	FEB24/2551305			RV BALL PARK	02/09/2024	165.48
NAVOPACHE ELEC COOP, INC	FEB24/2681605			RVPD EAGAR PUBLIC WKS	02/09/2024	106.53
NAVOPACHE ELEC COOP, INC	FEB24/4124705			174 S MAIN	02/09/2024	1,295.61
NAVOPACHE ELEC COOP, INC	FEB24/6726400			247 E 2ND AVE	02/09/2024	202.31
NAVOPACHE ELEC COOP, INC	FEB24/7111000			246 E 2ND AVE RACQUETBALL COUR	02/09/2024	145.93
NAVOPACHE ELEC COOP, INC	FEB24/7569700			194 N MAIN	02/09/2024	39.21
NAVOPACHE ELEC COOP, INC	FEB24/8335900			246 2ND AVE - POND	02/09/2024	108.46
						\$2,063.53
10.58-510 - TELEPHONE						
ALL COPY PRODUCTS, INC	34841723			PHONE SERVICES	09/06/2023	992.33
ALL COPY PRODUCTS, INC	35058813			PHONE SERVICES	10/09/2023	471.28
ALL COPY PRODUCTS, INC	35258904			PHONE SERVICES	11/06/2023	471.28
ALL COPY PRODUCTS, INC	35470483			PHONE SERVICES	12/07/2023	574.12
ALL COPY PRODUCTS, INC	35683996			PHONE SERVICES	01/08/2024	522.70
FRONTIER	FEB24/92819637			PHONE/ETHERNET	02/07/2024	679.99
FRONTIER	FEB24/92833310			PHONE/ETHERNET	02/15/2024	263.45
						\$3,975.15
10.58-515 - HEATING FUEL						
HIGH COUNTRY PROPANE IN	1813			PROPANE - TOWN HALL/MAG	02/21/2024	453.58
SIERRA PROPANE	547690			RACQUETBALL COURT - PROPANE	01/09/2024	837.95
SIERRA PROPANE	553971			TOWN HALL - PROPANE	01/12/2024	1,440.64
						\$2,732.17
10.58-570 - PROFESSIONAL & TECHNICAL SERVI						
REED, LEVI	2.1.2024	50341		CUT & REMOVE 6 COTTONWOOD TR	02/01/2024	6,000.00
10.58-573 - TRASH/DEBRIS DISPOSAL						
BLUE HILLS ENVIRONMENTA	9358661			GARBAGE REMOVAL	02/01/2024	457.99
10.58-585 - TRAINING & TRAVEL						
SUMMIT HEALTHCARE REGIO	020924-01	50357		CPR	02/09/2024	34.00
10.59-290 - PRISON LABOR CHARGES						
AZ DEPT OF CORRECTIONS	W052845240202			INMATE LABOR	02/02/2024	11.00
AZ DEPT OF CORRECTIONS	WEAG0124			MILEAGE	02/07/2024	19.54
AZ DEPT OF CORRECTIONS	W052864240216			LABOR	02/16/2024	19.50
						\$50.04
10.59-300 - CLOTHING ALLOWANCE						
MISSION LINEN SUPPLY	520769805			LINEN SERVICE	01/03/2024	12.88
MISSION LINEN SUPPLY	520810664			LINEN SERVICE	01/10/2024	4.87
MISSION LINEN SUPPLY	520896549			LINEN SERVICE	01/24/2024	4.87
MISSION LINEN SUPPLY	520939849			LINEN SERVICE	01/31/2024	4.86
NATIONAL BANK OF ARIZONA	FEB24/3430	50336		3430/REDCAP PANTS-RICHARD	02/02/2024	109.04
						\$136.52
10.59-305 - SHOP SUPPLIES						
MISSION LINEN SUPPLY	520769805			LINEN SERVICE	01/03/2024	44.69
MISSION LINEN SUPPLY	520810664			LINEN SERVICE	01/10/2024	23.90
MISSION LINEN SUPPLY	520896549			LINEN SERVICE	01/24/2024	23.90
MISSION LINEN SUPPLY	520939849			LINEN SERVICE	01/31/2024	23.65
WOODLAND BUILDING CENT	44011			ICE MELTER	01/09/2024	22.89
						\$139.03
10.59-340 - GAS, OIL, LUBRICANTS						
WRIGHT EXPRESS FLEET SE	94817354			FUEL ACCT#0403-00-652563-8	02/06/2024	70.22
WRIGHT EXPRESS FLEET SE	94817354			FUEL ACCT#0403-00-652563-8	02/06/2024	61.35
						\$131.57
10.59-350 - SMALL TOOLS AND EQUIPMENT						
NAPA AUTO PARTS	208252			CUT OFF WHEEL/TIP CLEANER	01/31/2024	12.39
10.59-570 - PROFESSIONAL & TECHNICAL SERVI						
WHITE MTN REG MED CNTR	FEB24/M.TUCKE			PRE-EMPLOYMENT - M TUCKER	02/12/2024	108.15
10.59-585 - TRAINING & TRAVEL						
SUMMIT HEALTHCARE REGIO	020924-01	50357		CPR	02/09/2024	

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30.60-290 - PRISON LABOR CHARGES						
AZ DEPT OF CORRECTIONS	W052845240202			INMATE LABOR	02/02/2024	55.00
AZ DEPT OF CORRECTIONS	WEAG0124			MILEAGE	02/07/2024	97.67
AZ DEPT OF CORRECTIONS	W052864240216			LABOR	02/16/2024	97.50
						\$250.17
30.60-300 - CLOTHING ALLOWANCE						
MISSION LINEN SUPPLY	520769805			LINEN SERVICE	01/03/2024	6.43
MISSION LINEN SUPPLY	520810664			LINEN SERVICE	01/10/2024	4.87
MISSION LINEN SUPPLY	520896549			LINEN SERVICE	01/24/2024	4.87
MISSION LINEN SUPPLY	520939849			LINEN SERVICE	01/31/2024	4.87
NATIONAL BANK OF ARIZONA	FEB24/3430	50336		3430/REDCAP PANTS-RICHARD	02/02/2024	109.03
						\$130.07
30.60-310 - OFFICE SUPPLIES						
BUSINESS SOLUTIONS GROU	16567	50356		CHECKS	02/23/2024	167.88
NATIONAL BANK OF ARIZONA	FEB24/1724	50330		1724/ETSY NAME PLATES	02/02/2024	23.94
QUILL CORPORATION	37009081	50345		ENVELOPES/BOXES	02/01/2024	11.51
QUILL CORPORATION	37085669	50345		ENVELOPES/BOXES	02/01/2024	52.37
STAPLES	8073183321	50350		OFFICE SUPPLIES	02/05/2024	46.98
STAPLES	8073331077			BROTHER TONER CARTRIDGES	02/20/2024	143.17
						\$445.85
30.60-341 - VEHICLE SUPPLIES & MAINTENANCE						
AMAZON CAPITAL SERVICES	1NQM-XL13-6N	50338		SNOW PLOW PARTS	02/01/2024	408.00
AMAZON CAPITAL SERVICES	1QRX-TP33-CP			SNOW PLOW SHOE	02/01/2024	92.72
CARQUEST OF SPRINGERVIL	788061			LED BULB	01/03/2024	18.50
CARQUEST OF SPRINGERVIL	788596	50332		AIRBAGS	01/22/2024	284.07
EMPIRE SOUTHWEST LLC	EMPC0862581			CORE RETURN	11/03/2023	-1,935.34
EMPIRE SOUTHWEST LLC	EMPS6163948			COUPLINGS/HOSE	11/06/2023	63.48
EMPIRE SOUTHWEST LLC	EMPS6232566	50328		PARTS - EXCAVATOR	01/11/2024	591.41
EMPIRE SOUTHWEST LLC	EMPS6245593	50337		HYDRAULIC HOSES	01/24/2024	742.32
EMPIRE SOUTHWEST LLC	EMWVK3640021	50351		DIAGNOSTICS	02/19/2024	1,180.07
NAPA AUTO PARTS	206449			FILTER	01/09/2024	33.89
NAPA AUTO PARTS	207684			HOOD LATCH KIT	01/24/2024	43.17
O'REILLY AUTO PARTS	6049-201932			BUTT SPLICE	01/03/2024	38.16
O'REILLY AUTO PARTS	6049-202371	50310		FUEL INJ - SERVICE TRUCK	01/08/2024	276.33
O'REILLY AUTO PARTS	6049-202457			FUEL HOSE	01/09/2024	3.93
O'REILLY AUTO PARTS	6049-203975			WIPER BLADES	01/23/2024	49.12
O'REILLY AUTO PARTS	6049-204026			WIPER BLADES	01/24/2024	53.64
WOODLAND BUILDING CENT	43965			BOLTS,NUTS,SCREWS ETC	01/08/2024	26.46
WOODLAND BUILDING CENT	44374			PARTS	01/16/2024	61.06
						\$2,030.99
30.60-350 - SMALL TOOLS & HARDWARE						
DAVIS ACE HARDWARE	57784			SCREWS	01/22/2024	2.20
NAPA AUTO PARTS	207025	50305		HYD FITTINGS	01/16/2024	2,276.18
VALLEY AUTO PARTS	38784	50342		TRAILER SPRINGS	01/29/2024	125.95
VALLEY AUTO PARTS	inv38788			SHACKLE BOLT	01/29/2024	1.40
						\$2,405.73
30.60-355 - SAFETY EQUIPMENT						
BOUND TREE MEDICAL LLC	85245293	50360		PW MEDICAL SUPPLIES	02/08/2024	130.85
30.60-365 - RIGHT-OF-WAY SUPPLIES						
WOODLAND BUILDING CENT	45228			COMBINATION GUARD	01/30/2024	43.62
30.60-370 - ROAD MATRL-SUPPLIES PAVING						
B&R TRUCKING	2016421	50347		AB	02/08/2024	7,586.03
30.60-500 - GENERAL INSURANCE						
AMRRP - INSURANCE POOL	40001356-02262			AMRRP	02/26/2024	11,467.80
30.60-505 - ELECTRICITY						
NAVOPACHE ELEC COOP, INC	FEB24/2440705			TRUCK SHOP #2	02/09/2024	983.12
NAVOPACHE ELEC COOP, INC	FEB24/2440905			TRUCK LINE	02/09/2024	690.49
NAVOPACHE ELEC COOP, INC	FEB24/2524205			STREET LIGHTS	02/09/2024	27.25
NAVOPACHE ELEC COOP, INC	FEB24/2525205			STREET LIGHTS	02/09/2024	27.25
NAVOPACHE ELEC COOP, INC	FEB24/2633905			EAGAR TRAFFIC LIGHT	02/09/2024	99.56
NAVOPACHE ELEC COOP, INC	FEB24/2675205			STREET LIGHTS	02/09/2024	1,292.99
NAVOPACHE ELEC COOP, INC	FEB24/6487100			6TH AVE AND MAIN	02/09/2024	7.31
						\$3,127.97
30.60-510 - TELEPHONE						
ALL COPY PRODUCTS, INC	34841723			PHONE SERVICES	09/06/2023	124.04
ALL COPY PRODUCTS, INC	35058813			PHONE SERVICES	10/09/2023	58.91
ALL COPY PRODUCTS, INC	35258904			PHONE SERVICES	11/06/2023	58.91
ALL COPY PRODUCTS, INC	35470483			PHONE SERVICES	12/07/2023	71.77
ALL COPY PRODUCTS, INC	35683996			PHONE SERVICES	01/08/2024	65.34
FRONTIER	FEB24/92819637			PHONE/ETHERNET	02/07/2024	85.00
FRONTIER	FEB24/92833310			PHONE/ETHERNET	02/15/2024	32.93
						\$496.90
30.60-515 - HEATING FUEL						
SIERRA PROPANE	550532			PUBLIC WORKS-PROPANE	12/31/2023	

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SIERRA PROPANE	552973			PUBLIC WORKS-PROPANE	01/10/2024	418.14
SIERRA PROPANE	554920			PUBLIC WORKS-PROPANE	01/19/2024	284.73
						\$1,120.71
30.60-525 - POSTAGE, FREIGHT & FEES						
NATIONAL BANK OF ARIZONA	FEB24/2615			2615/USPS	02/02/2024	22.44
30.60-526 - BANKING FEES						
Chase Paymentech	FEB24/1052			BANKING FEES	02/05/2024	46.90
Chase Paymentech	FEB24/2304			BANKING FEES	02/05/2024	3.08
NATIONAL BANK OF AZ -Bank	FEB24/2305			BANKING FEES	02/09/2024	17.55
Xpress Bill Pay	INV-XPR008085			BANKING FEES	02/05/2024	50.75
						\$118.28
30.60-560 - STREET LIGHT MAINT & REPAIR						
AMAZON CAPITAL SERVICES	1Q3F-GTWP-71L	50322		PHOTO CELLS	02/01/2024	239.00
WOODLAND BUILDING CENT	43754			STREET LIGHT REPAIRS	01/03/2024	31.18
						\$270.18
30.60-570 - PROFESSIONAL & TECHNICAL SRV						
SEAN P WILSON MD	241312/PEARCE			CDL PHYSICAL - K PEARCE	02/04/2024	100.00
WHITE MTN REG MED CNTR	FEB24/M.TUCKER			PRE-EMPLOYMENT - M TUCKER	02/12/2024	108.15
						\$208.15
30.60-572 - COMPUTER SUPPORT						
KNS TECH SERVICES LLC	6670			COMPUTER SUPPORT MONTHLY AGR	02/01/2024	765.00
30.60-573 - TRASH/DEBRIS DISPOSAL						
BLUE HILLS ENVIRONMENTA	9358661			GARBAGE REMOVAL	02/01/2024	47.46
30.60-585 - TRAINING & TRAVEL						
SUMMIT HEALTHCARE REGIO	020924-01	50357		CPR	02/09/2024	102.00
35.59-370 - MATERIALS						
L.N. CURTIS & SONS	PINV849571	50251		TURN OUTS - FIRE DEPT	02/22/2024	15,579.37
35.70-570 - PROFESSIONAL & TECHNICAL SRV						
BARTON ARCHITECTURE, PL	23-007-01	50167		CDBG - ADA BATHROOM RAMSEY PA	09/23/2023	4,500.00
50.13100 - ACCOUNTS RECEIVABLE						
ALLEY, FRANK	Refund: 915006			Refund: 915006 - ALLEY, FRANK	02/22/2024	62.23
MC RAE, MEGAN	Refund: 80053			Refund: 80053 - MC RAE, MEGAN	02/13/2024	143.65
PAGE, SHELBY	Refund: 590181			Refund: 590181 - PAGE, SHELBY	02/06/2024	16.08
						\$221.96
50.24100 - CUSTOMER DEPOSITS						
ZZ HILL, TORI	VOID47596			VOID #47596 DEPOSIT REFUND	02/05/2024	-59.11
ZZ SUTTON, JOSEPH	VOID47523			DEPOSIT REFUND	02/05/2024	-4.00
						(\$63.11)
50.81-310 - OFFICE SUPPLIES						
BUSINESS SOLUTIONS GROU	16567	50356		CHECKS	02/23/2024	86.49
QUILL CORPORATION	37009081	50345		ENVELOPES/BOXES	02/01/2024	5.93
QUILL CORPORATION	37085669	50345		ENVELOPES/BOXES	02/01/2024	26.98
STAPLES	8073183321	50350		OFFICE SUPPLIES	02/05/2024	23.49
STAPLES	8073331077			BROTHER TONER CARTRIDGES	02/20/2024	71.59
						\$214.48
50.81-340 - GAS, OIL & LUBRICANTS						
CARQUEST OF SPRINGERVIL	788320			22 " XTRACLEAR	01/11/2024	24.70
WRIGHT EXPRESS FLEET SE	94817354			FUEL ACCT#0403-00-652563-8	02/06/2024	48.19
						\$72.89
50.81-341 - VEHICLE SUPPLIES & MAINTENANCE						
INTERSTATE BATTERIES	25020965	50353		BATTERIES	02/06/2024	63.03
NATIONAL BANK OF ARIZONA	FEB24/1856			1856/USPS	02/02/2024	10.70
O'REILLY AUTO PARTS	6049-201833			FILTER	01/02/2024	43.19
O'REILLY AUTO PARTS	6049-201837			1QTTRANSFLD	01/02/2024	83.93
O'REILLY AUTO PARTS	6049-202376			1QTTRANSFLD	01/08/2024	62.15
SANDERSON FORD	980742S	50321		TRANS. PARTS	01/02/2024	508.83
SANDERSON FORD	CM980742S			CORE RETURN	01/26/2024	-200.00
						\$571.83
50.81-345 - SYSTEM PARTS						
DANA KEPNER COMPANY	9830615-02	50012		WATER PARTS	02/20/2024	229.46
DANA KEPNER COMPANY	9831501-01	50104		WATER PARTS	02/20/2024	542.15
DANA KEPNER COMPANY	9833174-01	50313		WATER PARTS	02/20/2024	141.84
						\$913.45
50.81-350 - SMALL TOOLS & HARDWARE						
DAVIS ACE HARDWARE	57687			MATERIALS	01/02/2024	22.89
50.81-355 - SAFETY EQUIPMENT						
BOUND TREE MEDICAL LLC	85245293	50360		P/W MEDICAL SUPPLIES	02/08/2024	65.43
50.81-500 - GENERAL INSURANCE						
AMRRP - INSURANCE POOL	40001356-02262			AMRRP	02/26/2024	5,733.90
50.81-505 - ELECTRICITY						
NAVOPACHE ELEC COOP, INC	FEB24/2440505			FLAT TOP BOOSTER PUMP	02/09/2024	

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NAVOPACHE ELEC COOP, INC	FEB24/2459205			HALL WELL	02/09/2024	464.78
NAVOPACHE ELEC COOP, INC	FEB24/2493205			RAMSEY PARK WELL	02/09/2024	51.11
NAVOPACHE ELEC COOP, INC	FEB24/2678105			TRANSFER STATION WELL	02/09/2024	60.58
NAVOPACHE ELEC COOP, INC	FEB24/2678508			148 N OLD GRIST MILL	02/09/2024	1,508.56
NAVOPACHE ELEC COOP, INC	FEB24/3669005			695 W 4TH ST	02/09/2024	1,898.29
NAVOPACHE ELEC COOP, INC	FEB24/3941605			808 S JUNIPER	02/09/2024	329.57
NAVOPACHE ELEC COOP, INC	FEB24/6788701			525 #3 MARICOPA	02/09/2024	79.25
NAVOPACHE ELEC COOP, INC	FEB24/6788800			WELL SAFARI & SCH BUS	02/09/2024	40.92
						\$4,512.41
50.81-510 - TELEPHONE						
ALL COPY PRODUCTS, INC	34841723			PHONE SERVICES	09/06/2023	62.02
ALL COPY PRODUCTS, INC	35058813			PHONE SERVICES	10/09/2023	29.46
ALL COPY PRODUCTS, INC	35258904			PHONE SERVICES	11/06/2023	29.46
ALL COPY PRODUCTS, INC	35470483			PHONE SERVICES	12/07/2023	35.88
ALL COPY PRODUCTS, INC	35683996			PHONE SERVICES	01/08/2024	32.67
FRONTIER	FEB24/92819637			PHONE/ETHERNET	02/07/2024	42.50
FRONTIER	FEB24/92833310			PHONE/ETHERNET	02/15/2024	16.47
						\$248.46
50.81-511 - CELL PHONES						
VERIZON WIRELESS	9956592637			ON CALL CELL PHONE	02/12/2024	16.31
50.81-515 - HEATING FUEL						
SIERRA PROPANE	550532			PUBLIC WORKS-PROPANE	12/31/2023	208.92
SIERRA PROPANE	552973			PUBLIC WORKS-PROPANE	01/10/2024	209.08
SIERRA PROPANE	554920			PUBLIC WORKS-PROPANE	01/19/2024	142.36
						\$560.36
50.81-525 - POSTAGE, FREIGHT & FEES						
NATIONAL BANK OF ARIZONA	FEB24/2615			2615/USPS	02/02/2024	515.06
50.81-526 - BANKING FEES						
Chase Paymentech	FEB24/1052			BANKING FEES	02/05/2024	304.83
Chase Paymentech	FEB24/2304			BANKING FEES	02/05/2024	20.04
NATIONAL BANK OF AZ -Bank	FEB24/2305			BANKING FEES	02/09/2024	114.08
Xpress Bill Pay	INV-XPR008085			BANKING FEES	02/05/2024	329.90
						\$768.85
50.81-570 - PROFESSIONAL & TECHNICAL SRV						
SOLAR SECURED SOLUTION	2034594			3 ECOGREEN MONITORS	02/16/2024	59.85
50.81-571 - WATER ADJ ATTNV FEES						
BROWN & BROWN LAW OFFI	ADJ-LCR-3860			ADJUDICATION	02/13/2024	22,631.52
50.81-572 - COMPUTER SUPPORT						
KNS TECH SERVICES LLC	6670			COMPUTER SUPPORT MONTHLY AGR	02/01/2024	459.00
50.81-573 - TRASH/DEBRIS DISPOSAL						
BLUE HILLS ENVIRONMENTA	9358661			GARBAGE REMOVAL	02/01/2024	58.01
50.81-585 - TRAINING & TRAVEL						
SUMMIT HEALTHCARE REGIO	020924-01	50357		CPR	02/09/2024	17.00
50.81-770 - PC-WELL DRILLING						
NICOLL ELECTRIC LLC	1139	50344		ELECTRIC PANEL - POOL WEEL	01/31/2024	5,321.25
50.82-290 - PRISON LABOR CHARGES						
AZ DEPT OF CORRECTIONS	W052845240202			INMATE LABOR	02/02/2024	11.00
AZ DEPT OF CORRECTIONS	WEAG0124			MILEAGE	02/07/2024	19.54
AZ DEPT OF CORRECTIONS	W052864240216			LABOR	02/16/2024	19.50
						\$50.04
50.82-310 - OFFICE SUPPLIES						
BUSINESS SOLUTIONS GROU	16567	50356		CHECKS	02/23/2024	86.49
QUILL CORPORATION	37009081	50345		ENVELOPES/BOXES	02/01/2024	5.93
QUILL CORPORATION	37085669	50345		ENVELOPES/BOXES	02/01/2024	26.98
STAPLES	8073183321	50350		OFFICE SUPPLIES	02/05/2024	23.49
STAPLES	8073331077			BROTHER TONER CARTRIDGES	02/20/2024	71.59
						\$214.48
50.82-331 - SEWER TRANSMISSION LINE						
TOWN OF SPRINGERVILLE	FEB24/40424200			SEWER TRANSMISSION LINE	01/31/2024	304.97
TOWN OF SPRINGERVILLE	FEB24/40424400			SEWER TRANSMISSION LINE	01/31/2024	580.53
TOWN OF SPRINGERVILLE	FEB24/40424600			SEWER TRANSMISSION LINE	01/31/2024	283.58
TOWN OF SPRINGERVILLE	FEB24/40424800			SEWER TRANSMISSION LINE	01/31/2024	61.48
TOWN OF SPRINGERVILLE	FEB24/40425200			SEWER TRANSMISSION LINE	01/31/2024	240.81
						\$1,471.37
50.82-340 - GAS, OIL & LUBRICANTS						
WRIGHT EXPRESS FLEET SE	94817354			FUEL ACCT#0403-00-652563-8	02/06/2024	143.51
50.82-341 - VEHICLE SUPPLIES & MAINTENANCE						
INTERSTATE BATTERIES	25020965	50353		BATTERIES	02/06/2024	63.04
50.82-345 - SYSTEM PARTS						
DANA KEPNER COMPANY	9833479-00	50354		SEWER PARTS	02/20/2024	2,931.10
50.82-355 - SAFETY EQUIPMENT						
BOUND TREE MEDICAL LLC	85245293	50360		P/W MEDICAL SUPPLIES	02/08/2024	

**TOWN OF EAGAR
Payment Approval**

Section 7, Item B.

Vendor	Invoice No.	PO Number	Activity No.	Description	Date	Amount
50.82-500 - GENERAL INSURANCE						
AMRRP - INSURANCE POOL	40001356-02262			AMRRP	02/26/2024	4,587.12
50.82-505 - ELECTRICITY						
NAVOPACHE ELEC COOP, INC	FEB24/2375905			EAGAR SEWER FARM PUMP	02/09/2024	190.29
NAVOPACHE ELEC COOP, INC	FEB24/2377005			255 W MAIN EAGAR SEWER FARM	02/09/2024	56.48
						\$246.77
50.82-510 - TELEPHONE						
ALL COPY PRODUCTS, INC	34841723			PHONE SERVICES	09/06/2023	62.02
ALL COPY PRODUCTS, INC	35058813			PHONE SERVICES	10/09/2023	29.46
ALL COPY PRODUCTS, INC	35258904			PHONE SERVICES	11/06/2023	29.46
ALL COPY PRODUCTS, INC	35470483			PHONE SERVICES	12/07/2023	35.88
ALL COPY PRODUCTS, INC	35683996			PHONE SERVICES	01/08/2024	32.67
FRONTIER	FEB24/92819637			PHONE/ETHERNET	02/07/2024	42.50
FRONTIER	FEB24/92833310			PHONE/ETHERNET	02/15/2024	16.47
						\$248.46
50.82-511 - CELL PHONES						
VERIZON WIRELESS	9956592637			ON CALL CELL PHONE	02/12/2024	16.31
50.82-515 - HEATING FUEL						
SIERRA PROPANE	550532			PUBLIC WORKS-PROPANE	12/31/2023	208.92
SIERRA PROPANE	552973			PUBLIC WORKS-PROPANE	01/10/2024	209.08
SIERRA PROPANE	554920			PUBLIC WORKS-PROPANE	01/19/2024	142.36
						\$560.36
50.82-525 - POSTAGE, FREIGHT & FEES						
NATIONAL BANK OF ARIZONA	FEB24/2615			2615/USPS	02/02/2024	515.06
50.82-526 - BANKING FEES						
Chase Paymentech	FEB24/1052			BANKING FEES	02/05/2024	304.83
Chase Paymentech	FEB24/2304			BANKING FEES	02/05/2024	20.04
NATIONAL BANK OF AZ -Bank	FEB24/2305			BANKING FEES	02/09/2024	114.08
Xpress Bill Pay	INV-XPR008085			BANKING FEES	02/05/2024	329.90
						\$768.85
50.82-572 - COMPUTER SUPPORT						
KNS TECH SERVICES LLC	6670			COMPUTER SUPPORT MONTHLY AGR	02/01/2024	382.50
50.82-573 - TRASH/DEBRIS DISPOSAL						
BLUE HILLS ENVIRONMENTA	9358661			GARBAGE REMOVAL	02/01/2024	78.81
50.82-585 - TRAINING & TRAVEL						
SUMMIT HEALTHCARE REGIO	020924-01	50357		CPR	02/09/2024	34.00
50.82-750 - PC-SYSTEM SUPPLIES						
EPS GROUP INC	21-1391.04-3	50223	SW23-00017.1	ENGINEERING - SEWER VALLEY VEI	02/22/2024	9,330.00
						\$504,694.76

TOWN OF EAGAR
Standard Financial Report
10 General Fund - 02/01/2024 to 02/29/2024
66.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents	4,101,036.30	33,835.64	5,100,853.20
Receivables	1,119,758.52	(79,622.14)	824,509.37
Other current assets	(0.15)	0.00	0.69
Total Current Assets	5,220,794.67	(45,786.50)	5,925,363.26
Total Assets:	5,220,794.67	(45,786.50)	5,925,363.26
Liabilities and Fund Equity:			
Liabilities:			
Current liabilities	(225,025.61)	(1,509.85)	(28,773.29)
Payroll liabilities	(57,452.55)	(5,687.85)	(39,160.39)
Deferred revenue	(913,040.27)	0.00	(913,040.27)
Total Liabilities:	(1,195,518.43)	(7,197.70)	(980,973.95)
Equity - Paid In / Contributed	(4,025,276.24)	52,984.20	(4,944,389.31)
Total Liabilities and Fund Equity:	(5,220,794.67)	45,786.50	(5,925,363.26)
Total Net Position	0.00	0.00	0.00

TOWN OF EAGAR
Standard Financial Report
10 General Fund - 02/01/2024 to 02/29/2024
66.67% 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	2,319,939.94	103,433.03	1,476,763.36	2,097,954.00	2,097,954.00
Intergovernmental revenue	1,273,982.06	128,254.66	1,124,817.94	1,436,315.00	1,436,315.00
Rents/Royalties	163,789.88	5,386.39	39,765.69	113,300.00	113,300.00
Charges for services	25,880.00	3,800.00	20,605.00	33,800.00	33,800.00
Recreation/Events	3,335.00	50.00	645.00	1,000.00	1,000.00
Fees and permits	104,616.73	5,675.10	61,564.37	92,200.00	92,200.00
Fines and forfeitures	20,378.07	4,126.00	12,885.22	10,500.00	10,500.00
Donations	50,871.12	150.00	7,094.00	15,000.00	15,000.00
Interest	216,062.72	29,366.01	233,872.05	75,000.00	75,000.00
Miscellaneous revenue	864,779.67	35,905.17	42,688.02	508,150.00	508,150.00
Total Revenue:	5,043,635.19	316,146.36	3,020,700.65	4,383,219.00	4,383,219.00
Expenditures:					
General government					
Mayor & Council	26,619.89	1,586.44	20,315.81	27,021.00	27,021.00
General Government	4,403,580.46	27,149.39	133,481.18	1,042,786.00	1,042,786.00
Magistrate	51,967.12	4,887.18	36,125.43	55,020.00	55,020.00
Town Manager	78,989.57	4,956.14	43,070.91	71,142.00	71,142.00
Town Clerk	48,558.72	3,746.59	38,568.52	51,664.00	51,664.00
Community Development	134,004.52	16,652.93	145,545.80	210,599.00	210,599.00
Finance	106,609.75	17,232.14	97,654.48	135,049.00	135,049.00
Total General government	4,850,330.03	76,210.81	514,762.13	1,593,281.00	1,593,281.00
Public safety					
Police	1,015,559.26	203,690.91	698,698.51	1,140,646.00	1,140,646.00
Fire	292,972.87	38,930.02	264,904.94	781,350.00	781,350.00
Fire Continued/Wildland	3,300.55	340.07	35,537.86	0.00	0.00
Code Enforcement/Animal Control	59,154.33	0.00	0.00	45,437.00	45,437.00
Total Public safety	1,370,987.01	242,961.00	999,141.31	1,967,433.00	1,967,433.00
Parks, recreation, and public property					
Parks & Recreation	50,009.41	1,995.82	68,029.55	47,500.00	47,500.00
Total Parks, recreation, and public property	50,009.41	1,995.82	68,029.55	47,500.00	47,500.00
Facilities	1,368,472.11	26,517.30	395,375.35	450,497.00	450,497.00
Fleet Maintenance	212,699.09	12,278.08	112,914.19	283,437.00	283,437.00
Transfers out	0.00	9,167.55	9,167.55	500,000.00	500,000.00
Total Expenditures:	7,852,497.65	369,130.56	2,099,390.08	4,842,148.00	4,842,148.00
Total Change In Net Position	(2,808,862.46)	(52,984.20)	921,310.57	(458,929.00)	(458,929.00)

TOWN OF EAGAR
Standard Financial Report
30 Highway User Revenue Fund - 02/01/2024 to 02/29/2024
66.67% 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	1,189,923.52	13,917.46	120,421.79
Total Current Assets	<u>1,189,923.52</u>	<u>13,917.46</u>	<u>120,421.79</u>
Total Assets:	<u>1,189,923.52</u>	<u>13,917.46</u>	<u>120,421.79</u>
Liabilites and Fund Equity:			
Liabilities:			
Current liabilities	(630,864.71)	(4,043.26)	(9,895.22)
Payroll liabilities	(12,049.48)	0.00	(6,900.59)
Total Liabilities:	<u>(642,914.19)</u>	<u>(4,043.26)</u>	<u>(16,795.81)</u>
Equity - Paid In / Contributed	(547,009.33)	(9,874.20)	(103,625.98)
Total Liabilites and Fund Equity:	<u>(1,189,923.52)</u>	<u>(13,917.46)</u>	<u>(120,421.79)</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 - 02/01/2024 to 02/29/2024
66.67% 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	1,222,498.62	90,677.67	813,405.33	1,786,988.00	1,786,988.00
Miscellaneous revenue	1,618.53	0.00	652.50	3,000.00	3,000.00
Contributions and transfers in	2,799,808.00	0.00	0.00	0.00	0.00
Total Revenue:	4,023,925.15	90,677.67	814,057.83	1,789,988.00	1,789,988.00
Expenditures:					
Highways and public improvements					
HURF	4,371,867.00	80,803.47	1,257,441.18	2,540,313.00	2,540,313.00
HURF Exchange	46,862.70	0.00	0.00	500,000.00	500,000.00
Total Highways and public improvements	4,418,729.70	80,803.47	1,257,441.18	3,040,313.00	3,040,313.00
Transfers out	0.00	0.00	0.00	500,000.00	500,000.00
Total Expenditures:	4,418,729.70	80,803.47	1,257,441.18	3,540,313.00	3,540,313.00
Total Change In Net Position	(394,804.55)	9,874.20	(443,383.35)	(1,750,325.00)	(1,750,325.00)

TOWN OF EAGAR
Standard Financial Report
34 General Fund Impact Fees - 02/01/2024 to 02/29/2024
66.67% 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 - 02/01/2024 to 02/29/2024
66.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents	(22,581.09)	(10,911.82)	135,700.91
Receivables	(293.14)	0.00	(293.14)
Total Current Assets	(22,874.23)	(10,911.82)	135,407.77
Total Assets:	(22,874.23)	(10,911.82)	135,407.77
Liabilites and Fund Equity:			
Liabilities:			
Current liabilities	(311.91)	4,151.40	(348.60)
Deferred revenue	(285.78)	0.00	(285.78)
Total Liabilities:	(597.69)	4,151.40	(634.38)
Equity - Paid In / Contributed	23,471.92	6,760.42	(134,773.39)
Total Liabilites and Fund Equity:	22,874.23	10,911.82	(135,407.77)
Total Net Position	0.00	0.00	0.00

TOWN OF EAGAR
Standard Financial Report
35 Grants Fund - 02/01/2024 to 02/29/2024
66.67% 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	53,801.33	0.00	181,039.63	5,245,599.00	5,245,599.00
Total Revenue:	53,801.33	0.00	181,039.63	5,245,599.00	5,245,599.00
Expenditures:					
CDBG Grant	10,000.00	116.20	5,039.25	219,855.00	219,855.00
WIFA Grant - Tank Rehab	0.00	232.40	232.40	0.00	0.00
Tree Grant	12,479.73	(9,167.55)	(6,479.73)	0.00	0.00
Other Grants	3,680.14	15,579.37	24,002.40	5,025,744.00	5,025,744.00
Total Expenditures:	26,159.87	6,760.42	22,794.32	5,245,599.00	5,245,599.00
Total Change In Net Position	27,641.46	(6,760.42)	158,245.31	0.00	0.00

TOWN OF EAGAR
Standard Financial Report
50 Utility Enterprise Fund - 02/01/2024 to 02/29/2024
66.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents	2,608,411.32	(14,245.19)	2,822,078.65
Receivables	158,460.55	(4,566.49)	66,297.36
Other current assets	97,463.97	0.00	97,463.97
Total Current Assets	<u>2,864,335.84</u>	<u>(18,811.68)</u>	<u>2,985,839.98</u>
Non-Current Assets			
Capital assets			
Work in Process	213,790.05	0.00	213,790.05
Property	17,576,201.93	0.00	17,576,201.93
Accumulated depreciation	(13,158,695.44)	0.00	(13,158,695.44)
Total Capital assets	<u>4,631,296.54</u>	<u>0.00</u>	<u>4,631,296.54</u>
Other non-current assets	131,324.00	0.00	131,324.00
Total Non-Current Assets	<u>4,762,620.54</u>	<u>0.00</u>	<u>4,762,620.54</u>
Total Assets:	<u>7,626,956.38</u>	<u>(18,811.68)</u>	<u>7,748,460.52</u>
Liabilities and Fund Equity:			
Liabilities:			
Current liabilities	(617,352.85)	(108,996.70)	(665,396.37)
Payroll liabilities	(44,305.73)	0.00	(37,224.17)
Deferred revenue	(192,745.00)	0.00	(192,745.00)
Long-term liabilities	(431,745.00)	0.00	(431,745.00)
Total Liabilities:	<u>(1,286,148.58)</u>	<u>(108,996.70)</u>	<u>(1,327,110.54)</u>
Equity - Paid In / Contributed	(6,340,807.80)	127,808.38	(6,421,349.98)
Total Liabilities and Fund Equity:	<u>(7,626,956.38)</u>	<u>18,811.68</u>	<u>(7,748,460.52)</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 - 02/01/2024 to 02/29/2024
66.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual	Original Budget	Revised Budget
Income or Expense					
Income From Operations:					
Operating income	3,200,049.78	97,217.80	1,162,400.30	1,713,000.00	1,713,000.00
Operating expense					
Water	1,010,703.63	170,295.82	756,089.70	1,759,545.00	1,759,545.00
Wastewater	635,688.85	54,730.36	325,768.42	698,101.00	698,101.00
Total Operating expense	1,646,392.48	225,026.18	1,081,858.12	2,457,646.00	2,457,646.00
Total Income From Operations:	1,553,657.30	(127,808.38)	80,542.18	(744,646.00)	(744,646.00)
Non-Operating Items:					
Non-operating expense	3,248.88	0.00	0.00	500,000.00	500,000.00
Total Non-Operating Items:	(3,248.88)	0.00	0.00	(500,000.00)	(500,000.00)
Total Income or Expense	1,550,408.42	(127,808.38)	80,542.18	(1,244,646.00)	(1,244,646.00)

TOWN OF EAGAR
Standard Financial Report
60 Enterprise Capital Projects - 02/01/2024 to 02/29/2024
66.67% 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
Total Current Assets	<u>6,152.28</u>	<u>0.00</u>	<u>6,152.28</u>
Total Assets:	<u>6,152.28</u>	<u>0.00</u>	<u>6,152.28</u>
Liabilites and Fund Equity:			
Equity - Paid In / Contributed	(6,152.28)	0.00	(6,152.28)
Total Liabilites and Fund Equity:	<u>(6,152.28)</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 - 02/01/2024 to 02/29/2024
66.67% of the fiscal year has expired

	Prior Year Actual	Current Period Actual	Current Year Actual
Net Position			
Assets:			
Non-Current Assets			
Capital assets			
Work in Process	4,169,514.39	0.00	4,169,514.39
Property	26,194,577.91	0.00	26,194,577.91
Accumulated depreciation	(15,483,096.32)	0.00	(15,483,096.32)
Total Capital assets	<u>14,880,995.98</u>	<u>0.00</u>	<u>14,880,995.98</u>
Total Non-Current Assets	<u>14,880,995.98</u>	<u>0.00</u>	<u>14,880,995.98</u>
Total Assets:	<u>14,880,995.98</u>	<u>0.00</u>	<u>14,880,995.98</u>
Liabilites and Fund Equity:			
Equity - Paid In / Contributed	(14,880,995.98)	0.00	(14,880,995.98)
Total Liabilites and Fund Equity:	<u>(14,880,995.98)</u>	<u>0.00</u>	<u>(14,880,995.98)</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 - 02/01/2024 to 02/29/2024
66.67% 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	718,560.88	0.00	0.00	0.00	0.00
Total Expenditures:	718,560.88	0.00	0.00	0.00	0.00
Total Change In Net Position	(718,560.88)	0.00	0.00	0.00	0.00

TOWN OF EAGAR
Standard Financial Report
95 Governmental Long-Term Liabilities - 02/01/2024 to 02/29/2024
66.67% of the fiscal year has expired

	<u>Prior Year Actual</u>	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Net Position			
Liabilities and Fund Equity:			
Liabilities:			
Long-term liabilities	<u>(3,736,257.70)</u>	<u>0.00</u>	<u>(3,736,257.70)</u>
Total Liabilities:	<u>(3,736,257.70)</u>	<u>0.00</u>	<u>(3,736,257.70)</u>
Equity - Paid In / Contributed	<u>3,736,257.70</u>	<u>0.00</u>	<u>3,736,257.70</u>
Total Liabilities 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
FY23/24 Historical Revenue Report

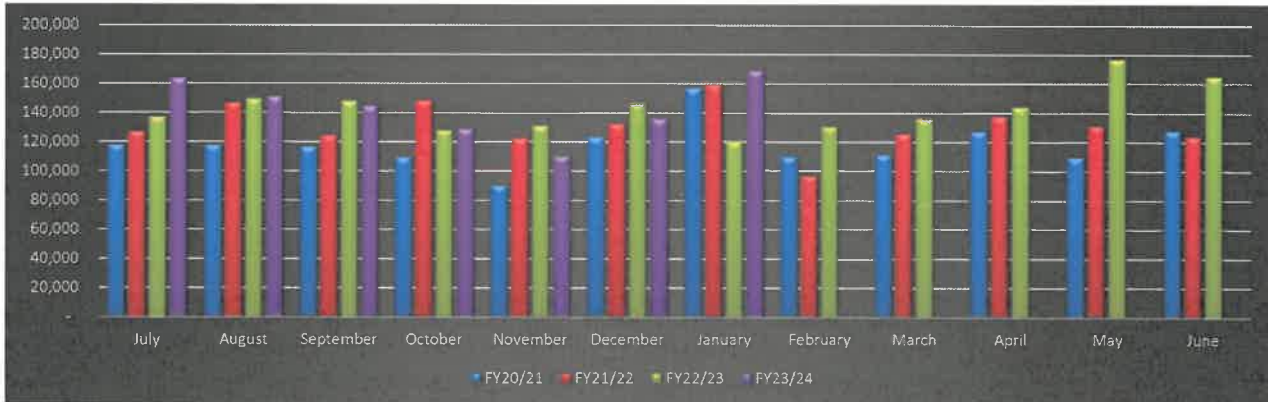
	FY20/21	FY21/22	FY22/23	FY23/24	\$ Difference	% Difference
<u>Local Sales Taxes</u>						
<i>Budgeted</i>	1,000,000	1,150,000	1,438,268	1,429,711	(8,557)	-1%
July	118,110	127,138	137,305	164,018	26,713	19%
August	117,827	146,861	149,548	151,156	1,608	1%
September	116,880	124,440	148,131	144,823	(3,308)	-2%
October	109,516	148,393	127,994	128,957	963	1%
November	90,413	122,510	131,137	110,206	(20,931)	-16%
December	123,400	132,396	146,457	135,825	(10,632)	-7%
January	157,093	159,314	120,247	168,889	48,642	40%
February	110,098	96,743	130,497			0%
March	111,664	125,546	136,382			0%
April	127,476	137,672	144,228			0%
May	109,937	131,274	176,896			0%
June	128,052	123,832	165,253			0%
Totals	\$ 1,420,467.59	\$ 1,576,119.48	\$ 1,714,074.79	\$ 1,003,873.47	\$ 43,054.65	4.6%
% Change	20%	11%	9%	-41%		

	FY20/21	FY21/22	FY22/23	FY23/24	\$ Difference	% Difference
<u>State Shared Revenues (Shared Sales, Income, VLT)</u>						
<i>Budgeted</i>	\$ 1,634,575	\$ 1,656,472	\$ 1,935,314	\$ 2,100,058	164,744	9%
July	\$ 144,284	\$ 144,488	\$ 158,799	\$ 182,013	\$ 23,213	15%
August	\$ 148,054	\$ 135,610	\$ 162,042	\$ 192,132	\$ 30,090	19%
September	\$ 143,670	\$ 128,715	\$ 156,934	\$ 180,744	\$ 23,810	15%
October	\$ 139,323	\$ 126,932	\$ 155,460	\$ 187,925	\$ 32,465	21%
November	\$ 134,464	\$ 132,450	\$ 156,865	\$ 182,463	\$ 25,598	16%
December	\$ 137,256	\$ 125,840	\$ 153,112	\$ 183,884	\$ 30,772	20%
January	\$ 144,105	\$ 141,854	\$ 165,096	\$ 135,642	\$ (29,454)	-18%
February	\$ 133,001	\$ 130,595	\$ 153,021	\$ 181,503	\$ 28,483	19%
March	\$ 151,292	\$ 138,775	\$ 162,931			0%
April	\$ 153,625	\$ 143,159	\$ 165,539			0%
May	\$ 147,165	\$ 136,165	\$ 162,788			0%
June	\$ 148,246	\$ 137,311	\$ 163,562			0%
Totals	\$ 1,724,485.39	\$ 1,621,892.73	\$ 1,916,150.00	\$ 1,426,305.91	\$ 164,976.92	14.7%
% Change	15%	-6%	18%	-26%		

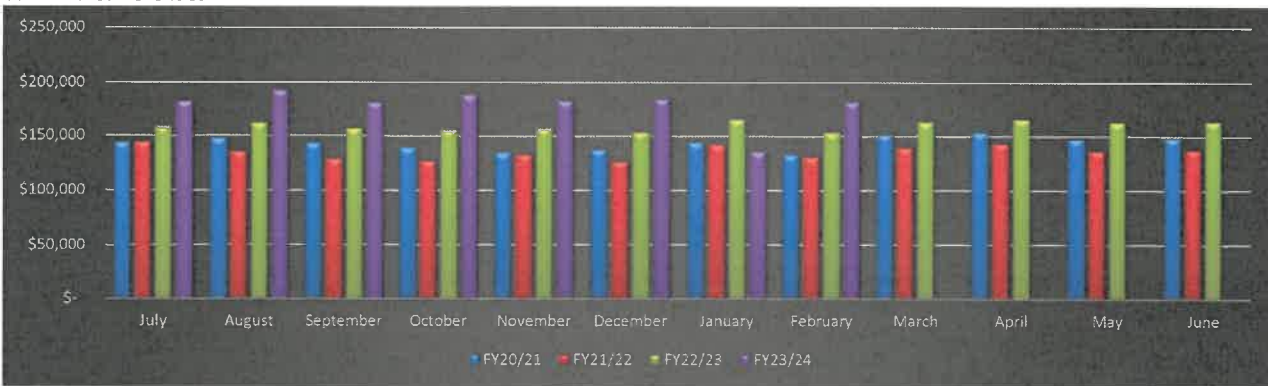
	FY20/21	FY21/22	FY22/23	FY23/24	\$ Difference	% Difference
<u>HURF Revenues</u>						
<i>Budgeted</i>	\$ 1,180,717	\$ 1,140,785	\$ 1,302,580	\$ 1,286,988	(15,592)	-1%
July	\$ 96,303	\$ 114,829	\$ 95,511	\$ 107,203	\$ 11,692	12%
August	\$ 103,896	\$ 116,412	\$ 98,106	\$ 99,597	\$ 1,490	2%
September	\$ 104,388	\$ 107,395	\$ 102,185	\$ 100,441	\$ (1,744)	-2%
October	\$ 105,844	\$ 103,761	\$ 91,167	\$ 105,254	\$ 14,087	15%
November	\$ 92,301	\$ 92,500	\$ 100,378	\$ 95,283	\$ (5,095)	-5%
December	\$ 90,364	\$ 112,981	\$ 109,220	\$ 124,610	\$ 15,390	14%
January	\$ 96,888	\$ 95,512	\$ 95,728	\$ 124,610	\$ 28,882	30%
February	\$ 85,132	\$ 89,762	\$ 85,810	\$ 90,678	\$ 4,867	6%
March	\$ 92,892	\$ 102,911	\$ 92,396			0%
April	\$ 115,463	\$ 107,758	\$ 110,548			0%
May	\$ 101,036	\$ 93,578	\$ 77,134			0%
June	\$ 104,413	\$ 121,278	\$ 117,453			0%
Totals	\$ 1,188,919.39	\$ 1,258,675.69	\$ 1,175,635.92	\$ 847,674.69	\$ 69,569.49	9.0%
% Change	-9%	6%	-7%	-28%		

	FY21	FY22	FY23
\$	4,333,872	4,456,688	4,590,389
	9%	3%	3%

Local Sales Tax



State Shared Revenues



HURF Revenues





- Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,* Arbor Day is now observed throughout the nation and the world, and
- Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
- Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,* trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Steve Erhart, Mayor of the Town of Eagar, AZ, do hereby proclaim
April 26, 2024 as

Arbor Day

in the Town of Eagar, AZ, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

- Further,* I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

 Steve Erhart, Mayor



TOWN OF EAGAR FAIR HOUSING PROCLAMATION

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, I Steve Erhart, Mayor do proclaim April as Fair Housing Month in the Town of Eagar and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

Steve Erhart, Mayor

Signed this 2nd day of April, 2024.

**FIRST ADDENDUM TO JANUARY 24, 2023,
INTERGOVERNMENTAL AGREEMENT
FOR POLICE AND FIRE SERVICES
BETWEEN THE TOWNS OF
EAGAR, ARIZONA AND SPRINGERVILLE,
ARIZONA**

ANIMAL CONTROL SERVICES

THIS FIRST ADDENDUM (“Addendum”) is made and executed on the date of the last authorizing signature thereto, by and between the TOWN OF EAGAR and the TOWN OF SPRINGERVILLE, which are collectively referred to as the “Parties” and individually as a “Party”:

WHEREAS, the Parties entered into an Intergovernmental Agreement dated January 24, 2023, (the “Original Agreement”) for the joint exercise of powers regarding the Parties’ need for police and fire services through the creation of joint departments. All capitalized terms used without definition in this Addendum shall have the definitions ascribed to them in the Original Agreement, as modified by this Addendum.

WHEREAS, the Parties now desire to add to the Original Agreement upon the terms and conditions contained in this Addendum to address the joint exercise of powers by the Parties regarding animal control matters.

WHEREAS, the recitals in the Original Agreement are incorporated herein by this reference in addition to the recitals above

NOW, THEREFORE, it is hereby agreed between the Parties as follows in order to supplement the Original Agreement between the Parties:

1. Purpose of Addendum.

The purposes of this Addendum are:

- a. To formalize a process whereby animal protection and control activities can be provided jointly within the Towns of Springerville and Eagar.

2. Basic Services.

Services to be provided include, but are not limited to, the following:

- a. Operation and maintenance of animal shelter and impound facilities for all dogs, cats, and other pet animals and other animals that require humane care within the Towns of Eagar and Springerville. The service will be for animals brought to the shelter by their owners or caretakers for humane disposition as well as for animal protection and control actions authorized or ordered by the Parties to this Addendum.

- b. Additional services rendered under this Addendum may also include:
 - (1) Humane enforcement of animal control laws; and
 - (2) Licensing of animals.

3. Animal Control Employees.

All Animal Control employees will be considered employees of the TOWN OF SPRINGERVILLE and will receive all compensation from the TOWN OF SPRINGERVILLE. Pursuant to this Addendum, such employees shall be given authority and jurisdiction to act within the boundaries of the TOWN OF EAGAR to enforce animal control laws of the TOWN OF EAGAR, including but not limited to citations.

4. Animal Control Expenses

The TOWN OF SPRINGERVILLE is hereby designated with authority and responsibility for providing all services related to animal control, and to be reimbursed for these expenses at the same percentage contained in the Original Agreement. These services include but are not limited to the following:

- a. Maintain accounting for all activities of the animal shelter and animal control services in accordance with the requirements of the State of Arizona.
- b. Provide general and automobile liability insurance covering the operation of the animal shelter and the conduct of all animal protection and control activities.
- c. Be responsible for recruitment, hiring, evaluation, setting of salary, discipline and termination of all Animal Control employees.
- d. The cost of all animal control services and shelter activities.

5. Terms for Default and Early Termination.

In the event that one Party to this Addendum fails to perform any of the obligations or provisions hereof, then the other parties to this Addendum may, by written notice, terminate, in whole or in part, the defaulting party's participation in this Addendum. Termination of this Addendum shall not be a termination of the Original Agreement unless such intent is expressly made in writing as part of the termination of this Addendum by a Party.

Any Party to this Addendum may, with 90-day prior written notice, terminate, in whole or in part this Addendum. There shall not be any penalty, consequence or other damages for an early termination of this Addendum. Termination of this Addendum shall not be a termination of the Original Agreement unless such intent is expressly made in writing as part of the termination of this Addendum by a Party.

6. Arbitration.

In the event of a dispute between any of the Parties to this Addendum relating to the construction of this Addendum or animal control or Addendum shelter services rendered pursuant to this Addendum, such dispute shall be settled by arbitration in the manner described in the Original Agreement.

7. Term.

The term of this Addendum shall match the Original Agreement unless or until this Addendum is terminated either on its own or in concert with termination of the Original Agreement.

8. Severability.

If any term or condition of this Addendum or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable within this Addendum and in regard to the Original Agreement.

9. Review of Addendum.

The terms and conditions of this Addendum shall be reviewed periodically by the TOWN OF SPRINGERVILLE and TOWN OF EAGAR for appropriateness and currency.

10. Amendments.

Any addition, deletion or change to the terms and conditions of this Addendum shall be in the form of a written amendment approved by each of the Parties.

11. Governing Law.

Governing law and venue under this Addendum shall be the same as stated in the Original Agreement.

12. Supersedes Prior Agreements.

This Addendum supersedes all prior agreements between these parties on the same subject matter of animal control services. **This Addendum is only meant as a supplement and does not supplant the Original Agreement between the Towns of Eagar, Arizona and Springerville, Arizona.**

13. Section 20(A) of the Original Agreement is updated to reflect the updated contact information for the attorney for TOWN OF SPRINGERVILLE as “Copy To: Mangum Wall Stoops & Warden, PLLC; Attn: Brandon J. Kavanagh, Esq.; 112 N. Elden Street; Flagstaff, AZ 86001”. The other subsections of Section 20 of the Original Agreement remain as written.

Town of Springerville, an Arizona municipal corporation

By: _____
Shelly Reidhead, Mayor

Date: _____

Attest:

By: _____
Kelsi Miller, Town Clerk

Town of Eagar, an Arizona municipal corporation

By: _____
Steve Erhart, Mayor

Date: _____

Attest:

By: _____
Jessica Vaughan, Town Clerk

PROPER FORM AND AUTHORITY:

This Addendum has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in the proper form and is within the powers of and authority granted under the laws of this state to such Party.

By: _____
Town of Eagar Legal Counsel
Brett Rigg

By: _____
Town of Springerville Legal Counsel
Mangum, Wall, Stoops & Warden, PLLC

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF EAGAR, ARIZONA, AMENDING TITLE 6, ANIMALS, OF THE TOWN OF EAGAR CODE BY AMENDING ALL OF TITLE 6, ANIMALS.

WHEREAS, the Town of Eagar, Arizona (the Town), Apache County desires to amend the Eagar Town Code, Title 6 – Animals; and

WHEREAS, the Town desires the Eagar Town Code to be a comprehensible tool to be used by its staff and its citizens; and

WHEREAS, the proposed amendments to the Eagar Town Code have been discussed and presented to the Town Council of the Town of Eagar.

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

PASSED AND ADOPTED this 7th day of May 2024, by the Mayor and Town Council of the Town of Eagar, Arizona.

Steve Erhart, Mayor

ATTEST:

Jessica Vaughan, Town Clerk

APPROVED AS TO FORM:

Brett Rigg, Town Attorney

EXHIBIT "A"

Title 6

Title 6 - ANIMALS

Chapters:

Chapter 6.04 - RULES AND REGULATIONS

Sections:

6.04.010 - Definitions.

As used in this chapter:

A. "At large" means off the premises of the owner or not under the control of the owner, or other persons acting for or on behalf of the owner.

B. "Collar" means a band, chain, harness or suitable device worn around the neck of the dog or animal (as applicable) to which a license may be affixed.

C. "Dangerous" or "vicious" means an animal or dog which has a propensity to attack, to cause injury or otherwise endanger the safety of human beings without provocation or which has been found to be a vicious animal by a court of competent authority, which bites, inflicts physical injury on or attacks a human being, or constitutes a physical threat to other animals.

D. "Dog" means a member of the "canis" family.

E. "Owner" means any person owning, keeping, possessing, harboring, or maintaining a dog or an animal.

F. "Animal Shelter" means any establishment authorized by the Town for the confinement, maintenance, safekeeping, and control of dogs or animals (as applicable) that come into custody of the animal control officer.

G. "Vaccination" means an anti-rabies vaccination using a type of vaccine approved by the State Veterinarian.

H. "Animal control officer" means any peace officer, police assistant or other person responsible for the enforcement of this chapter appointed under the provisions of A.R.S. § 9-499.04 or amendments thereto.

I. "Containment" means a structure or device that prevents the animal from leaving the owner's property or control.

J. "Animal" or "animals" means horses, mules, burros, cattle, goats, sheep, swine, llamas, ostriches, emus, or other livestock, poultry, or any other animal that is susceptible to rabies, except man.

K. "Wild animal" means an animal of a wild nature or disposition.

L. "Directly under control" means the person responsible for the animal must be in sight of the animal; must be able to immediately control the actions of the animal and must ensure the animal does not leave the responsible person's property.

M. "Town" means the community of Round Valley within the established boundaries of the Town of Eagar and the Town of Springerville.

6.04.020 - Dangerous or vicious animals.

It is unlawful to permit any dangerous or vicious animal of any kind to run at large within the Town limits. Any such animals may be immediately impounded.

A. Upon complaint of any person, and after notice to the owner and a civil hearing, the Town magistrate may determine that an animal is dangerous or vicious and order one or more of the following:

1. Order the destruction of said animal;
2. Order that such animal be confined within a building or secure enclosure;
3. Order that such animal be securely muzzled or caged at all times.

B. The animal control officer is authorized to kill any dangerous animal of any kind, upon an order from the Town magistrate, or when it is necessary for the protection of any person or property, when in his/her judgment the animal: (1) is dangerous or vicious; and (2) cannot be safely impounded.

C. Any dog that commits two or more unprovoked attacks or bites is considered vicious under this section. Attacks may include chasing persons or animals, growling, baring teeth, attempted bites, etc., while the dog is at large.

6.04.030 - Wild animals.

Exhibitions or parades of wild animals may be conducted only upon securing a permit from the police department.

6.04.040 - Public nuisance.

Any animal or animals that does any of the following are declared to be a public nuisance, and may be impounded by the animal control officer from private property in response to a complaint by a person concerning this section if: the nuisance is continuing, the complaining person is willing to press charges and the owner or caretaker is not present to take control of the animal and stop the nuisance. The owner will bear the cost of the impound and feed. It is unlawful for any person to permit such animal or animals to:

- A. Molest passersby or passing vehicles;
- B. Attack other animals off of an owner's property;
- C. Trespass on school grounds;
- D. Repeatedly be at large;
- E. Damage public or private property;
- F. Repeatedly cause garbage to be thrown about;
- G. Disturb the peace.
- H. Cause a nuisance (defined as, but not limited to, offensive odor, excessive flies, dust or animal waste) to adjoining property owners or occupants.

6.04.050 - Animals at large.

- A. Any person who keeps or causes to be kept any animal within the corporate limits of the Town shall keep such animal in a pen, corral, pasture, or similar enclosure to prevent their roaming at large.
- B. It is unlawful for any animal to run at large in the Town. Any such animal may be impounded as provided in this chapter.
- C. It is unlawful to picket or tie any animal on any of the streets or rights-of-way of the Town for the purpose of grazing or feeding if it interferes with the safe passage of pedestrians or vehicles.
- D. Any animal at large may be impounded by the animal control officer or by a subcontractor, with whom the applicable Town manager shall have authority to negotiate the rates for picking up, transporting and impounding such animal.
- E. The animal control officer is allowed to make temporary arrangements to impound animals at large if the Town does not have the capability or facility to house the animal, until an owner is located. A reasonable fee for the boarding will be passed on to the animal owner.
- F. The owner or caretaker of an impounded animal is responsible for the cost of the impoundment and feed.

6.04.060 - Disturbing the peace.

A dog is disturbing the peace and quiet of any person at any time of the day or night by barking, whining, howling, or making any other similar objectionable noise in a continuous, excessive and untimely manner. Any owner whose dog is disturbing the peace as described in this section is in violation of this chapter. In response to a complaint by a person concerning this section, the animal control officer may impound the animal from the private property of the owner or caretaker if: the disturbance is continuing, the complaining person is willing to press charges and the owner or caretaker is not present to take control of the dog and stop the disturbance.

6.04.070 - Diseased animals.

No animal afflicted with a contagious or infectious disease shall be allowed to run at large or be exposed to any public place whereby the health of man or beast may be affected. Every owner or other person knowing or suspecting that an animal has rabies should immediately notify the animal control officer who shall either remove the animal to the animal shelter or summarily destroy it, except in cases where the state health officer or state veterinarian is empowered to act.

6.04.080 - Cruelty to animals.

A. Any person owning or acting for the owner of any animal shall provide said animal with sufficient wholesome and nutritious food and water in sufficient quantity within an eighteen-hour period. All dogs and animals shall be maintained in such a manner as to provide them with humane care and treatment. No person shall:

1. Recklessly subject any animal(s) or poultry to cruel mistreatment; or
2. Recklessly subject any animal(s) or poultry under the person's custody or control to cruel neglect or abandonment; or
3. Recklessly kill any animal or poultry under the custody or control of another without either legal privilege or consent of the owner; or
4. Intentionally interfere with, kill or harm a working or service animal without either legal privilege or consent of the owner.

6.04.090 - Keeping animals.

Any person who keeps or causes to be kept any domestic animal, household pets, livestock, poultry, fowl, ratite or animals within the limits of the Town shall keep such animal in a pen or similar enclosure to prevent their running "at large."

6.04.100 - Number of animals allowed.

A. Household Pets.

Except as otherwise permitted by the applicable Town zoning code, a maximum of four (4) household pets, such as dogs, cats, pot-bellied pigs and similar domestic pets (but not including birds, fish or other pets which do not create odor or sound detectible on adjoining lots) per lot. Household pets in excess of four may be allowed by conditional use permit in all zoning districts. This section shall not apply to kennels or animal shelters as otherwise permitted by the applicable Town zoning code.

B. Animals.

Animals other than household pets such as livestock, poultry, and ratite shall be prohibited in all zoning districts except those in which they are specifically allowed by the applicable Town zoning code. Animals such as livestock and poultry shall not be kept within one hundred (100) feet of an occupied dwelling except where the owner or person in control of said animals lives in such dwelling.

Chapter 6.08 - IMPOUNDMENT OF ANIMALS

Sections:

6.08.010 - Notice to owners of impoundment.

A. If the owner of any impounded animal shall be known to the animal control officer and shall reside or have a known place of business in the town, the animal control officer shall notify the owner of such animal personally or by letter through the post office or by notice placed at the residence of the owner within forty-eight (48) hours after such animal has been taken up and impounded. The notice shall contain a description of the animal and shall state that unless reclaimed, such animal shall be adopted or destroyed at the time and place specified in the notice.

B. An animal impounded pursuant to this chapter may be sold at public auction to the highest bidder. Copies of the notice shall be posted at the place of impoundment and at the Town Hall.

6.08.020 - Report of impounded animals.

The animal control officer shall, after impounding any animal, make a report stating the kind of animal and describing it by color or otherwise or by any marks or brands that may be on it, and when it was impounded.

6.08.030 - Conditions and duration of impoundment.

The animal control officer shall provide for the keeping of all animals impounded by the department in a safe, convenient and comfortable place within or near the Town limits and shall feed such animals at least once every twenty-four hours and treat them in a humane manner during the time they are impounded, which shall not be less than three days, unless sooner claimed by the owner.

6.08.040 - Redemption of impounded animals.

If the owner of any animal shall, within three days after such animal has been impounded, apply to the animal control officer and pay the fees and charges provided by this chapter, the owner shall pick up the animal from the pound or impound location unless that animal has been impounded pursuant to [Section 6.08.060](#).

6.08.050 - Impeding animal control officer.

A. It is unlawful for any person to, in any manner, intervene, impede, prevent, obstruct or intimidate the animal control officer in the discharge of his duties in citing and impounding, or who shall rescue or attempt to rescue any animal, which has been impounded.

B. It is unlawful for any person to disturb, trip, reset or release an animal from a trap set by the animal control officer, unless he/she has the permission of the animal control officer.

C. A violation of this chapter is a Class 3 misdemeanor.

6.08.060 - Biting animals.

Whenever any animal bites a person, such person and the owner of the animal shall immediately notify the animal control officer, who shall arrange for the quarantine of the animal to be made and shall order the animal to be held on the owner's premises or shall have it impounded at the pound or at a veterinary hospital at the owner's expense as long as necessary for a complete examination or for the length of the quarantine which will not be less than ten days.

Livestock shall be confined and quarantined for the fourteen-day period in a manner regulated by the Arizona Department of Agriculture. Caged or pet rodents or rabbits shall not be quarantined or laboratory tested. If it is determined that the animal is infected with rabies or other dangerous, infectious and contagious disease, it shall be the duty of the animal control officer to destroy the animal.

If, at the end of the quarantine or impoundment, it is determined that the animal is free from such disease, the animal shall be released, and the owner will assume all the costs related to the quarantine or impoundment.

If the animal dies during the period of quarantine or impoundment, its head shall be sent to the State Department of Health for examination. Any wild animals, with the exception of wild rodents or rabbits, which bite any person may be killed and submitted to the animal control officer or his assistant, or his designated representative for transmission to an appropriate diagnostic laboratory. A wild rodent or rabbit may be submitted for laboratory testing if the animal has bitten a person and either the animal's health or behavior indicates that the animal may have rabies or the bite occurred in an area that contains a rabies epizootic as determined by the Department of Health Services.

Chapter 6.10 - LARGE ANIMALS

6.10.010 - Large animals.

A. Large animals shall be defined as all animals of breeds capable of weighing more than one hundred pounds, such as but not limited to, ostriches, cattle, horses, pigs and sheep, and are typically associated with production, harvest or use. An animal unit shall be defined as a female along with her offspring until weaning. The following shall apply:

1. A minimum parcel size of one-half acre is required for the keeping of large animals. Animals such as livestock, poultry, and ratite shall be prohibited in all zoning districts except those in which they are specifically allowed by the applicable Town zoning code. Animals such as livestock and poultry shall not be kept within one hundred (100) feet of an occupied dwelling except where the owner or person in control of said animals lives in such dwelling. Refer to 6.04.080.

Exceptions to this include, but are not limited to, the temporary grazing of areas or short-term holding of animals for other reasons, i.e., veterinary care, transportation arrangements, sale.

2. A permit can be applied for by individuals requesting the keeping of an animal for a special purpose, such as 4-H or FFA, if the individual does not have a minimum of one-half acre parcel size, and is subject to the following requirements:

- a. The applicant shall complete a permit application and submit it to the animal control division.
- b. The application shall be reviewed by the animal control officer and chief of police at which time it shall be approved for a specified period of time, or denied.
- c. Payment of the filing fee shall be waived for FFA and 4-H projects.

B. Piggeries (three or more pigs). No pigsty or piggery shall be built or maintained on marshy ground or land subject to overflow, nor within two hundred feet of any stream, canal or other source of water supply, nor within three hundred feet of an inhabited house or public meetinghouse on an adjoining property.

- 1. When garbage is fed to any pig, all unconsumed garbage shall be removed daily and disposed of by burial or incineration.
- 2. No organic material furnishing food for flies shall be allowed to accumulate on the premises.
- 3. All garbage shall be handled and fed upon platforms of concrete or other impervious material.
- 4. Unslaked lime, hypochlorite/lime, borax, or mineral oil shall be used daily in sufficient quantities to prevent offensive odors and the breeding of flies.

C. Indoor Pets. The provisions of this section shall not apply to birds, fish and other pets (excluding dogs) that are kept fully within the resident's home.

Chapter 6.12 - DOGS

6.12.010 - Fees.

- A. Fees required to be paid by this chapter shall be as established from time to time by the Town Council by resolution. Fees which are specified in the chapter shall be in effect until such time as the fees are changed by the Town Council by resolution.
- B. The license fee for sterilized and unsterilized dogs shall be set by resolution of the Town Council. The license will be valid for the time period of the rabies vaccination and shall be renewed at the expiration of the vaccination.
- C. The fee for redemption of an impounded dog is to be set by resolution of Town Council (impound charge) plus an additional fee to be set by resolution of Town Council (feeding fee) for each day the dog has been impounded. The impound fees double for each subsequent impoundment within a twenty-four (24) month period of the same dog.

6.12.030 - Applicability of chapters to dogs.

The provisions of Chapters [6.04](#) and [6.08](#) shall apply to dogs unless such provision specifically excludes dogs or unless there is a provision within this chapter or [Chapter 6.16](#) covering the same subject matter.

6.12.040 - Licenses and tags generally.

- A. All dogs four months old or older kept, harbored or maintained in the Town for at least thirty (30) consecutive days in a calendar year must be licensed and registered. Dog licenses shall be issued by the animal control officer, upon payment of a license fee, which license shall be valid for the term of the vaccination. The owner shall state at the time application is made for such license, owner's name, address, phone numbers (for work and home), the name, breed, color and sex of each dog owned or kept by them. Seasonal residents that reside within the town limits for less than six months in a calendar year, and who have their dog(s) validly and currently licensed in another city, town or county, are exempt from having to obtain a Town dog license.
- B. A guide dog belonging to a blind person who is a resident of the state or any bona fide nonprofit organization which is in the business of breeding, raising or training dogs that are to be used for guiding the blind shall, upon application by the owner or organization to the Town and on presentation of proper proof, be licensed pursuant to this chapter without a payment of a fee.
- C. Each dog licensed under the terms of this chapter shall receive, at the time of licensing, a tag on which shall be inscribed the name of the Town, the number of the license and the month and year in which it expires. The tag shall be attached to a collar or harness which shall be worn by the dog at all times except as otherwise provided in this chapter. Whenever a dog tag is lost, a duplicate tag shall be issued upon application by the owner and payment of a fee set by resolution of the Town Council to the animal control officer.
- D. It is unlawful for any person to counterfeit or attempt to counterfeit an official dog tag or remove such tag from any dog for the purpose of willful and malicious mischief, or place a dog tag on a dog unless the tag was issued to that dog.
- E. Whenever the ownership of a dog has been changed, the new owner must secure a transfer of license to such owner. The transfer fee shall be set by resolution of Town Council to transfer the license of a sterilized dog and an un-sterilized dog. The license will be valid for the time period of the rabies vaccination and shall be renewed at the expiration of the vaccination.
- F. Dogs while being used for hunting, or dogs while being exhibited at American Kennel Club approved shows, or dogs while engaged in races approved by the Arizona Racing Commission, and such dogs while being transported to and from such events, need not wear a collar or harness and a valid license attached, provided that they are properly vaccinated and licensed.
- G. The animal control officer may apprehend and impound any dog found without a current valid license tag.
- H. It shall be the duty of every owner or keeper of any dog kept within the limits of the Town to cause the license tag hereinabove mentioned to be securely attached around the dog's neck and kept there at all time during the license period. Absence of the license tag from the neck of any dog shall be *prima facie* evidence that the dog has not been licensed or vaccinated as provided in this chapter. Any such dog shall be deemed to be un-owned.
- I. No person in charge of any dog shall permit such dog to be in public, a public park or upon any public school property unless the dog is physically restrained by a leash, secured in a vehicle, cage or similar enclosure, unless being exhibited or trained at a recognized kennel club

event, public school or park sponsored event. This section shall not apply to a police dog while in the performance of duty.

6.12.050 - Vaccination required.

A. No dog shall be allowed to reside in the Town unless said dog or dogs have been vaccinated for rabies by a licensed veterinarian.

B. Before a license is issued for any dog, the owner must present a vaccination certificate signed by a veterinarian licensed by this state or a government veterinarian stating the owner's name and address and giving the dog's description, date of vaccination and type, manufacturer and serial number of the vaccine and date re-vaccination is due. No dog shall be licensed unless it is vaccinated in accordance with the provisions of this chapter and the regulation promulgated hereunder. A complete record of all of the above will be kept by the animal control officer.

C. A dog vaccinated in any other place prior to entry into the Town may be licensed in the Town provided that at the time of licensing, the owner of such dog presents a vaccination certificate, signed by a veterinarian licensed to practice in that place or a veterinarian employed by a governmental agency in that place, stating the owner's name and address and giving the dog's description, date of vaccination and type, manufacturer and serial number of the vaccine used. The vaccination must be in conformity with the provisions of this chapter and the regulation promulgated hereunder.

D. The animal control officer may make provision for low cost vaccination clinics as deemed necessary. The vaccination shall be performed by a veterinarian.

E. If a dog is impounded and found to be unvaccinated, the animal control officer is authorized to cause such dog to be vaccinated at the pound at a cost to be borne by the owner. The vaccination shall be performed by a veterinarian, who shall issue a verification of vaccination.

6.12.060 - Dog at large.

A. Any person owning, keeping, possessing, harboring or maintaining a dog shall have the dog contained, on a leash or directly under control. A dog not contained on a leash or directly under control shall be considered at large.

B. A dog is not deemed to be at large:

1. While said dog is actively engaged in dog obedience training and is accompanied by and under the control of his owner or trainer;
2. While such dog is being used for hunting purposes;
3. While such dog is being exhibited or trained at a recognized kennel club event, public school event or park sponsored event;
4. While such dog is engaged in races approved by the Arizona Racing Commission;

5. This section shall not apply to a police dog while in the performance of duty.

6.12.070 - Impoundment of dogs.

A. The animal control officer may apprehend and impound any dog found without a current valid license tag; any dog with or without a current valid license tag which is found running at large; any dog disturbing the peace; any dog which bites any person; or any dog which is a public nuisance as defined in [Section 6.04.040](#). Said officer shall have the right to enter upon private property, when it is necessary to do so, in order to apprehend any dog subject to impoundment.

B. Each unlicensed dog impounded shall be kept and maintained at the pound for a minimum of five days. At the expiration of the impoundment period, anyone may claim the dog provided that such person pays all established impound fees and completes the licensing provisions of this chapter. If no person claims the dog, the animal control officer may dispose of the dog in a humane manner.

C. The animal control officer shall notify the owner in person or by mail or by notice placed at the residence of the owner of any licensed dog impounded under the provisions of this chapter.

D. The owner or caretaker of any dog removed from private property and impounded under this section will be notified in person or by mail or by notice placed at the residence the dog was removed from. The owner will have six business days to contact the animal control officer to claim the dog. At the expiration of the impoundment period, anyone may claim the dog provided that such person pays all established impound fees and completes the licensing provisions of this chapter. If no person claims the dog, the animal control officer may dispose of the dog in a humane manner.

6.12.080 - Biting dogs.

A. Whenever a dog bites any person, the incident shall be reported to the animal control officer immediately by any person having direct knowledge.

B. Any dog that bites any person shall be quarantined and impounded for a period of not less than ten days. The quarantine period shall start on the day of the bite incident. If the day of the bite is not known, the quarantine period shall start on the first day of impoundment. The owner of any dog that has bitten a person may voluntarily deliver the dog to the animal control officer at the animal control shelter; otherwise, there shall be an assessment against the owner if the animal control officer must pick up the dog. If the dog is impounded in the pound for observation as a result of a dog bite incident, there shall be an assessment as established by resolution of the Town Council, and no other impoundment fees shall be charged under these circumstances.

C. If the dog shows clear clinical signs of rabies or other dangerous, contagious and infectious disease, or if the owner consents to its destruction, it shall be the duty of the animal control officer to destroy such dog in as humane manner as is reasonably possible. If at the end of the quarantine or impoundment, the animal control officer, after consultation with a veterinarian is convinced that the dog is free from such diseases, the dog shall be released. If the dog dies during the period of quarantine or impoundment, its head shall be sent to the state department of health for an examination.

D. Nothing in this section shall permit the bringing of an action for damages against any governmental agency using a dog in military or police work if the bite occurred while the dog was defending itself from a harassing or provoking act, or assisting an employee of the agency in any of the following:

1. In the apprehension or holding of a suspect where the employee has a reasonable suspicion of the suspect's involvement in criminal activity;
2. In the investigation of a crime or possible crime;
3. In the execution of a warrant;
4. In the defense of a peace officer or another person.

E. The owner of a dog is liable for injury caused by the dog while it is at large.

6.12.090 - Rabies epidemic.

Whenever the prevalence of hydrophobia renders such action necessary to protect the public health and safety, the mayor shall issue a proclamation ordering every person owning or keeping a dog to confine it securely on his premises unless it is muzzled so that it cannot bite. No person shall violate such proclamation and any unmuzzled dog running at large during the time fixed on the proclamation may be killed by the animal control officer without notice to the owner.

Chapter 6.16 - ENFORCEMENT*

Sections:

6.16.010 - Enforcement provisions.

A. Unless otherwise provided herein, any person found violating any provision of this title shall be guilty of a Class 3 misdemeanor, punishable in accordance with applicable state law. Any person violating Section 6.04.040 (public nuisance), [Section 6.04.050](#) (animals at large), [Section 6.04.060](#) (disturbing the peace), [Section 6.10.010](#) (large animals), [Section 6.12.050](#) (vaccination required), and [Section 6.12.060](#) (dog at large), shall be guilty of a petty offense, punishable in accordance with applicable state law. If any violation is continuing, each day's violation shall be deemed a separate violation. If any person has two prior petty offense convictions (or defaults) for violations of this title, within twenty-four months, such person may be charged with a Class 3 misdemeanor for any subsequent violation.

B. Any person violating any provision of this title shall be punished by a fine set by resolution of Town Council, unless agreed to by prosecution. The fine doubles for each subsequent violation within a twenty-four month period and committed by the same animal.

C. The animal control officer may review all the licenses issued to a dog owner who has received four or more convictions or defaults for the same violations of this title in a twenty-four (24) month period. Upon filing a complaint with the Town magistrate by the animal control officer and giving notice to the owner a civil hearing will be scheduled with the Town magistrate to review the revocation of the owner's license. After the hearing, the Town magistrate may issue an order revoking the license of such owner and order that no new license may be issued for a

specified period of time. During the time the license is revoked, the owner of the dog will not be allowed to keep the dog in the Town limits. If the owner fails to comply with the order, the dog can be removed from private property and impounded by the animal control officer, in addition to the criminal charge of ARS 13-2810.A2 Interfering with judicial proceedings (class one misdemeanor). If a dog is impounded pursuant to this section, the owner or caretaker of the dog will be notified in person or by mail or by notice placed at the residence the dog was removed from. The owner will have six business days to contact the animal control officer to claim the dog and pay all established impound fees. At the expiration of the impoundment period, anyone may claim the dog provided that such person pays all established impound fees and completes the licensing provisions of this chapter. If no person claims the dog, the animal control officer may dispose of the dog in a humane manner.

6.16.020 - Enhanced violation fine for dog at large.

Any person violating [Section 6.12.060](#) (Dog at large), between the hours of six p.m. and eight a.m. shall be fined twice the amount of the applicable dog at large violation.

Chapter 6.20 - LIABILITY

6.20.010 - Liability for damages (dogs/domestic animals).

A. It is unlawful for any dog to kill any domesticated animal within the boundaries of the Town. If any person discovers a dog in the act of violating any portion of this section, or to prevent the escape of a dog after immediately committing a violation of this section if it cannot be identified, that person may kill, or injure the dog in such action as is necessary for the protection of the animal listed in this subsection, except that such person will not discharge a firearm within the boundaries of the Town without a special permit from the chief of police.

B. The owner of a dog is liable for damages caused by the dog killing, wounding, or chasing any livestock, poultry, or domestic animal, and any other damages caused by the dog while at large.

6.20.020 - Liability for damages (general property damage).

A. It is unlawful for any animal at large or not under direct control of an owner/handler to damage the property belonging to another person or entity.

B. The owner of an animal is liable for damages caused by the animal while the animal is at large or not under direct control.



Butch L. Gunnels
St. Johns Justice & Municipal Courts
Post Office Box 308, 70 W. 3rd South
St. Johns, AZ 85936
Phone: (928) 337-7558 • Fax: (928) 337-2683



February 28, 2024

Town of Eagar
22 W. 2nd St. / PO Box 1300
Eagar, AZ 85925
(928) 333-4128

Sent Via Email

Re: Title 6 – ANIMALS*

To whom it may concern,

I have reviewed the Title 6 Rules and Regulations and I wanted to send my input for review, and clarification.

Chapter 6.16.010 – Enforcement provision, states: *Unless otherwise provided herein, any person found violating any provision of this title shall be guilty of a misdemeanor, punishable in accordance with applicable state law. Any person violating Section 6.04.040 (public nuisance), Section 6.04.050 (animals at large), Section 6.04.060 (disturbing the peace), Section 6.10.010 (large animals), Section 6.12.050 (vaccination required), and Section 6.12.060 (dog at large), shall be guilty of a petty offense, punishable in accordance with applicable state law. If any violation is continuing, each day's violation shall be deemed a separate violation. If any person has two prior petty offense convictions (or defaults) for violations of this title, within twenty-four months, such person may be charged with a misdemeanor for any subsequent violation.*

My suggestion is to amend section 6.16.010 in its entirety to reflect: *Unless otherwise provided herein, any person found violating any provision of this title shall be guilty of a misdemeanor, punishable in accordance with applicable state law. If any violation is continuing, each day's violation shall be deemed a separate violation.*

Often when the court gets a citation for a Petty Offense, the Defendant will allow the case to default to a fine, because there are no consequences if they do not pay the fine or come to court. This amendment would leave the discretion to the city prosecutor, whether to amend the charge to a petty offense, grant a dismissal, or keep the original charge, on a case-by-case basis. When defendants are charged with a Petty Offense or a Civil charge, rather than a Criminal charge, it makes it difficult for the state or the court to enforce the charges. By amending this title, the state

would be able to look at each unique case individually and come to a fair conclusion with the defendant.

My hope for this amendment is that it will help lessen the animal issues in the towns of Eagar and Springerville and will encourage animal owners to comply with the city codes, as well as holding them accountable.

Please feel free to reach out to me with any questions or concerns.

Regards,



Butch L. Gunnels, Eagar & Springerville Magistrate



TOWN OF EAGAR

REGULAR COUNCIL MEETING

APRIL 02, 2024 at 6:00 PM

COUNCIL CHAMBER, 22 WEST 2ND STREET

STAFF COMMUNICATION

DEPARTMENT: Community Development

PRESENTATION: Vendor approval for water meters and installation

AGENDA ITEM: 8D

BUDGET IMPACT: 1,717,107.56 – WIFA grant funds

HISTORY: The Town of Eagar was awarded WIFA funds for updating the current metering system. An RFP was created for this project and several were received with only two bids being complete and reasonable. Dana Kepner with Sensus meters and Fortiline with Kamstrup. After several weeks of researching and verifying each of these proposals, staff has determined that Fortiline offers the most complete package with a total cost of the project that is within the grant funds and required match.

ATTACHMENTS: Fortiline proposal, Dana Kepner proposal, and metering services Inc. proposal for installation as Dana Kepners' proposal had not included the installation of the meters.

STAFF RECOMMENDATION: Staff recommends council approve Fortiline Waterworks as the vendor for water meters and water meter installation.

QUOTE



a MORSCO brand

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
000000	FORTILINE FORT WORTH	6460714	2/29/24	1

CUSTOMER

PROJECT INFORMATION
EAGAR AZ, AMI QUOTE FOR RFP

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
KAMSTRUP AMI SYSTEM					
METERS					
70	2150	EA	5/8X3/4 FLOWIQ 2200 MTR COMP	279.0000	599,850.00
80	33	EA	1" FLOWIQ 2200 METER SS FLG	402.0000	13,266.00
90	4	EA	10" LL		
100	46	EA	1-1/2 FLOWIQ 3200 METER SS FLG	899.0000	3,596.00
110	2	EA	13" LL		
120	1	EA	2" FLOWIQ 3200 METER SS FLG	1,099.0000	50,554.00
			17" LL		
			3" FLOWIQ 3200 METER SS FLG	1,849.0000	3,698.00
			12" LL		
			4" FLOWIQ 3200 METER SS FLG	2,599.0000	2,599.00
			14" LL		
WELL METERS					
910	7	EA	3"X12" FLOWIQ 3101 METER	1,695.0000	11,865.00
			03U-23-C04-8EX		
870	1	EA	6"X18" EVOQ4 USG	4,988.0000	4,988.00
880	1	EA	PULSE OUTPUT MODULE 10 & 100	272.0000	272.00
920	8	EA	USG / 1 & 10 CF BARE WIRE 90'		
			THE SIGNALIZER BY SCADAMETRICS	431.0000	3,448.00
Package Sub-total:					694,136.00
GASKETS, FLANGE KITS, PRV'S VALVES, BOX LIDS					
1240	1	EA	19"X12" C MTR BOX LID GRAY	51.5000	51.50
			DFWA1C-4A-LID		
1250	1	EA	25"X17" GRAY POLY AMR LID	105.2500	105.25
			DFWA2C-4A-LID		
1380	2150	EA	5/8X3/4X3/4BALL ANGV LV FIPXMSN	115.0000	247,250.00
			LOW LEAD B-24265N		
1260	33	EA	8 WEEK ETA ARO		
			1"BALL ANGV LV FIPXMSN B-24265N	138.0500	4,555.65
			LOW LEAD		
1280	4	EA	2 WEEK ETA ARO		
			1-1/2" BALL ANG VLV FIPXFLG	316.8400	1,267.36
			LOW LEAD B-24286N		

20,573

1240

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
000000	EAGAR AZ, AMI QUOTE FOR RFP	6460714	2/29/24	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1270	46	EA	40 WEEK ETA ARO 2 BALL ANG VLV FLGX FIP B24286N LOW LEAD	373.8400	17,196.64
170	22	PKG	51 WEEK ETA ARO 3/4" METER GASKET 1/8" 100/PK	9.0000	198.00
1400	1	PKG	1" METER GASKET 1/8" 100/PK	11.5400	11.54
800	4	EA	1-1/2" BRASS MTR FLG NL	46.1500	184.60
810	4	EA	1-1/2" MTR GASKET DROP IN	1.0300	4.12
820	4	EA	1-1/2 BRS METER BOLT & NUT SET	31.5400	126.16
830	46	EA	2" BRASS MTR FLG NL	51.7200	2,379.12
840	46	EA	2" MTR GASKET DROP IN	1.1800	54.28
190	46	EA	2" BRASS METER BOLT & NUT SET	55.1800	2,538.28
940	9	EA	3" FLG BOLT KIT HDG A307B W/FF 1/8" MAG SBR GASKET PIZZA BOX STYLE	10.3300	92.97
950	1	EA	4" FLG BOLT KIT HDG A307B W/FF 1/8" MAG SBR GASKET PIZZA BOX STYLE	19.2600	19.26
960	1	EA	6" FLG BOLT KIT HDG A307B W/FF 1/8" MAG SBR GASKET PIZZA BOX STYLE	28.7400	28.74
1030	1	EA	8" FLG BOLT KIT HDG A307B W/FF 1/8" MAG SBR GASKET PIZZA BOX STYLE	33.3900	33.39
970	20	EA	3/4" FIPXFIP PRS RED VLV 600XL NO LEAD	153.3300	3,066.60
Package Sub-total:					279,163.46
***HARDWARE**					
240	1	EA	BLUETOOTH OPTICAL HEAD W/CHARGER 6696006	745.0000	745.00
250	1	EA	READY CONVERTER US ADVANCED 669640020-	2,195.0000	2,195.00
260	5	EA	READY COLLECTOR SET	12,000.0000	60,000.00
Package Sub-total:					62,940.00
PROJECT MANAGEMENT					
350	1	EA	DO IT YOURSELF <5000 KAMSTRUP	16,388.0000	16,388.00
360	1	EA	FORTILINE MTR PRJCT MANAGEMENT	26,000.0000	26,000.00
370	1	EA	BONDING	21,000.0000	21,000.00
Package Sub-total:					63,388.00
SOFTWARE BILLED ONE TIME BILLED BY KAMSTRUP					
440	1	EA	READY AMI MANAGER SOFTWARE 1601-2400 METERING POINTS	17,592.0000	17,592.00
450	1	EA	LEAK DETECTOR UP AND RUNNING	1,581.0000	1,581.00
Package Sub-total:					19,173.00
HOSTING BILLED ANNUALLY BILLED BY KAMSTRUP FROM YEAR 1					

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
000000	EAGAR AZ, AMI QUOTE FOR RFP	6460714	2/29/24	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
520	1	EA	AMI HOSTING UP TO 2400 PTS	6,758.0000	6,758.00
530	1	EA	NOTIFY INFO CODES 1601-2400	233.0000	233.00
1470	1	EA	LEAK DETECTOR SOFTWARE 1601-2400	9,623.0000	9,623.00
Package Sub-total:					16,614.00
OPTIONAL EQUIPMENT					
590	1	EA	AMR ANTENNA F/FLOWIQ2250 METER PLUG-IN	55.9500	55.95
600	1	EA	KIT FOR WALL/PIT ANTENNA FLOWIQ2200	4.9500	4.95
Package Sub-total:					60.90
INSTALLATION					
650	1	EA	MOBILIZATION	12,000.0000	12,000.00
1150	5	EA	COLLECTOR INSTALL CHARGE	5,500.0000	27,500.00
1160	2150	EA	3/4" METER INSTALL CHARGE	89.0000	191,350.00
1170	33	EA	1" METER INSTALL CHARGE	100.0000	3,300.00
660	4	EA	1-1/2" METER INSTALL CHARGE	563.0000	2,252.00
1180	46	EA	2" METER INSTALL CHARGE	589.0000	27,094.00
1190	9	EA	3" METER INSTALL CHARGE	2,353.0000	21,177.00
1200	1	EA	4" METER INSTALL CHARGE	2,353.0000	2,353.00
1210	1	EA	6" METER INSTALL CHARGE	4,118.0000	4,118.00
1220	1	EA	VACTRON RENTAL	32,000.0000	32,000.00
1230	1	EA	LID REPLACEMENT	5.0000	5.00
Package Sub-total:					323,149.00
*****NOTES*****					
PLASTIC METER BOX LIDS ARE BEST FOR RADIO PERFORMANCE					
EXTERNAL ANTENNA PRICED AS NEEDED					
FORTILINE PM INCLUDES TWO DAYS FIELD TRAINING AND PHONE SUPPORT					
INSTALL PRICING IS FOR NORMAL LIKE-FOR-LIKE REPLACEMENT. ALA CARTE PRICING FOR ADDITIONAL LABOR AVAILABLE UPON REQUEST					
UNLESS OTHERWISE SPECIFIED IN THE CONTRACT, FORTILINE'S GENERAL TERMS AND CONDITIONS APPLY					
TAX WILL BE REMOVED ONCE PROOF OF TAX EXEMPT STATUS IS PROVIDED					

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
000000	EAGAR AZ, AMI QUOTE FOR RFP	6460714	2/29/24	4

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<p>TOWN IS RESPONSIBLE FOR SIM CARDS IF NEEDED FOR THE BACKHAUL OF INFORMATION TO COLLECTORS</p> <p>DEVIATIONS IN PRICING CAN IMPACT BONDING FEES</p>		
				Subtotal:	1,458,624.36
				Tax:	102,430.95
				Bid Total:	1,561,055.31

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Ent By CHL 3/12/24 16:07:38



CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
000000	FORTILINE PEORIA	6470968	3/23/24	1

CUSTOMER

PROJECT INFORMATION
EAGAR WELL METERS

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
TOWN OF EAGER WELL METERS					
50	7	EA	3" FLOWIQ 3200 METER SS FLG 12" LL	1,849.0000	12,943.00
60	7	EA	3" FLG BOLT KIT HDG A307B W/FF 1/8" MAG SBR GASKET PIZZA BOX STYLE	10.3300	72.31
70	1	EA	6"X18" 4200 ULTRASONIC MTR SS 02-E-02-G-1-FR-8US	4,499.0000	4,499.00
80	1	EA	6" FLG BOLT KIT HDG A307B W/FF 1/8" MAG SBR GASKET PIZZA BOX STYLE	28.7400	28.74
<p>UNLESS OTHERWISE SPECIFIED IN THE CONTRACT, FORTILINE'S GENERAL TERMS AND CONDITIONS APPLY</p> <p>TAX WILL BE REMOVED ONCE PROOF OF TAX EXEMPT STATUS IS PROVIDED.</p>					
Subtotal:					17,543.05
Tax:					1,418.65
Bid Total:					18,961.70

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

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After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Bid Detail

Year 1: AMI Infr., Prog. Equip. & DA Hardware

Qty	UM	Product Description	Unit Price	Total Price
2.0	EA	Sensus M400B2 Base Station, 2-Way	\$38,300.33	\$76,600.66 x
2.0	EA	Sensus Base Station Installation at Prepared Site (Estimate)	\$18,750.00	\$37,500.00 x
1.0	ea	FlexNet Network Deployment Project Management	\$7,000.00	\$7,000.00 x
2.0	EA	Sensus M400B2 Base Station Protection Plan, Ann. Fee per Base Station	\$1,963.59	\$3,927.18 x
1.0	EA	JUNIPER ARCHER 4 GEO, ANDROID OS	\$0.00	\$0.00 x
1.0	EA	SMART POINT COMMAND LINK II	\$0.00	\$0.00 x
5.0	ea	Sensus T866 RTU, FlexNet	\$2,483.81	\$12,419.05 x
Total:				\$137,446.89

Year 1: SAAS - Setup, Integration, Train. & Annual Fees

Qty	UM	Product Description	Unit Price	Total Price
1.0	ea	RNI SAAS Setup Fee, One Time	\$7,956.25	\$7,956.25 x
1.0	ea	SA Enhanced Setup Fee, One Time	\$3,750.00	\$3,750.00 x
1.0	ea	RNI Core Education, Onsite Training, Performed by Sensus VAR	\$5,500.00	\$5,500.00 x
1.0	ea	SA Enhanced, Onsite Training, Performed by Sensus VAR	\$4,000.00	\$4,000.00 x
1.0	ea	SA Enhanced, Standard Integration by Sensus PS, One Time	\$5,000.00	\$5,000.00 x
1.0	ea	Sensus RNI SAAS (Head End)	\$8,240.00	\$8,240.00 x
1.0	ea	Sensus Analytics Enhanced SAAS (Billing Interface & Reporting)	\$7,031.25	\$7,031.25 x
1.0	ea	Automation Control Account Setup #DA SU AC SAAS	\$6,250.00	\$6,250.00 x
1.0	ea	DA Operations Training, On-site #DA ONSITE TRNG	\$3,125.00	\$3,125.00 x
1.0	ea	AutomationControl Only, Annual SaaS Fee Shared, 5 Devices	\$3,855.00	\$3,855.00 x
1.0	ea	Package: Google Maps	\$240.94	\$240.94 x
1.0	ea	Package: Extended History	\$240.94	\$240.94 x
1.0	ea	Package: Extended Dashboard	\$192.75	\$192.75 x
Total:				\$55,382.13

Year 1: Water Meters, SmartPoints & Pressure Sensor Kits

Qty	UM	Product Description	Unit Price	Total Price
Distribution Meters				
2,150.0	EA	5/8X3/4" IPERL, TR/PL 6 FT, 2 WIRE, 1 GALLON	\$193.65	\$416,347.50 x
33.0	EA	1" IPERL, 10-3/4"LL, 2 WIRE TR/PL, 1G, 6~ WIRE	\$300.48	\$9,915.84 x
4.0	ea	1.5" CordoneL, 1G, TR/PL Pr. Sens. 13" LL	\$2,602.31	\$10,409.24 x
46.0	ea	2" CordoneL, 1G, TR/PL Pr. Sens 17" LL	\$2,923.56	\$134,483.76 x
2.0	ea	3" CordoneL, 1G, TR/PL Pr. Sens. Turbo LL	\$3,477.10	\$6,954.20 x
1.0	ea	4" CordoneL, 1G, TR/PL Pr. Sens. Turbo LL	\$5,505.23	\$5,505.23 x
Well Meters				
7.0	ea	3" CordoneL, 1G, TR/PL Pr. Sens. Turbo LL	\$3,477.10	\$24,339.70 x
1.0	ea	6" CordoneL, 1G, TR/PL Pr. Sens. Turbo LL	\$8,253.47	\$8,253.47 x
SmartPoints				
2,244.0	EA	520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	\$219.29	\$492,086.76 x
Pressure Sensor Kits per PRV's				
1.0	ea	Sensus Smart Gateway, Pipe/Wall Mount #539 66 537 00002	\$441.77	\$441.77 x
1.0	ea	SGW Multiple Cable Gland #539 66 337 39001	\$49.25	\$49.25 x
2.0	ea	Pressure Sensor Kit Less Bush #519 10 555 00005	\$749.83	\$1,499.66 x
Total:				\$1,110,286.38

Year 2: SAAS & Protection Plan Annual Fees

Qty	UM	Product Description	Unit Price	Total Price
1.0	ea	Sensus RNI SAAS (Head End)	\$8,487.50	\$8,487.50 x
1.0	ea	Sensus Analytics Enhanced SAAS (Billing Interface & Reporting)	\$7,242.50	\$7,242.50 x
1.0	ea	AutomationControl Only, Annual SaaS Fee Shared, 5 Devices	\$3,971.25	\$3,971.25 x
1.0	ea	Package: Google Maps	\$248.75	\$248.75 x
1.0	ea	Package: Extended History	\$248.75	\$248.75 x
1.0	ea	Package: Extended Dashboard	\$198.75	\$198.75 x
2.0	EA	Sensus M400B2 Base Station Protection Plan, Ann. Fee per Base Station	\$2,022.50	\$4,045.00 x
Total:				\$24,442.50

Year 3: SAAS & Protection Plan Annual Fees

Qty	UM	Product Description	Unit Price	Total Price
1.0	ea	Sensus RNI SAAS (Head End)	\$8,741.25	\$8,741.25 x
1.0	ea	Sensus Analytics Enhanced SAAS (Billing Interface & Reporting)	\$7,458.75	\$7,458.75 x
1.0	ea	AutomationControl Only, Annual SaaS Fee Shared, 5 Devices	\$4,090.00	\$4,090.00 x
1.0	ea	Package: Google Maps	\$256.25	\$256.25 x
1.0	ea	Package: Extended History	\$256.25	\$256.25 x
1.0	ea	Package: Extended Dashboard	\$205.00	\$205.00 x
2.0	EA	Sensus M400B2 Base Station Protection Plan, Ann. Fee per Base Station	\$2,083.18	\$4,166.36 x
Total:				\$25,173.86

Year 4: SAAS & Protection Plan Annual Fees

Qty	UM	Product Description	Unit Price	Total Price
1.0	ea	Sensus RNI SAAS (Head End)	\$9,003.75	\$9,003.75 x
1.0	ea	Sensus Analytics Enhanced SAAS (Billing Interface & Reporting)	\$7,682.50	\$7,682.50 x
1.0	ea	AutomationControl Only, Annual SaaS Fee Shared, 5 Devices	\$4,212.50	\$4,212.50 x
1.0	ea	Package: Google Maps	\$263.75	\$263.75 x
1.0	ea	Package: Extended History	\$263.75	\$263.75 x
1.0	ea	Package: Extended Dashboard	\$211.25	\$211.25 x
2.0	EA	Sensus M400B2 Base Station Protection Plan, Ann. Fee per Base Station	\$2,145.66	\$4,291.32 x
Total:				\$25,928.82

Year 5: SAAS & Protection Plan Annual Fees

Qty	UM	Product Description	Unit Price	Total Price
1.0	ea	Sensus RNI SAAS (Head End)	\$9,273.75	\$9,273.75 x
1.0	ea	Sensus Analytics Enhanced SAAS (Billing Interface & Reporting)	\$7,913.75	\$7,913.75 x
1.0	ea	AutomationControl Only, Annual SaaS Fee Shared, 5 Devices	\$4,340.00	\$4,340.00 x
1.0	ea	Package: Google Maps	\$271.25	\$271.25 x
1.0	ea	Package: Extended History	\$271.25	\$271.25 x
1.0	ea	Package: Extended Dashboard	\$217.50	\$217.50 x
2.0	EA	Sensus M400B2 Base Station Protection Plan, Ann. Fee per Base Station	\$2,210.04	\$4,420.08 x
Total:				\$26,707.58

Project: Response - Request for Proposal
AMI Program & Water Meter Replacement Prog.

Bid Summary

Year 1: AMI Infr., Prog. Equip. & DA Hardware	\$137,446.89	Avg EA.:	\$137,446.89
Year 1: SAAS - Setup, Integration, Train. & Annual Fees	\$55,382.13	Avg EA.:	\$55,382.13
Year 1: Water Meters, SmartPoints & Pressure Sensor Kits	\$1,110,286.38	Avg EA.:	\$1,110,286.38
Year 2: SAAS & Protection Plan Annual Fees	\$24,442.50	Avg EA.:	\$24,442.50
Year 3: SAAS & Protection Plan Annual Fees	\$25,173.86	Avg EA.:	\$25,173.86
Year 4: SAAS & Protection Plan Annual Fees	\$25,928.82	Avg EA.:	\$25,928.82
Year 5: SAAS & Protection Plan Annual Fees	\$26,707.58	Avg EA.:	\$26,707.58

Total Proposal Amount Before Taxes: \$1,405,368.16

Estimated Taxes: \$126,876.47
Total Proposal: \$1,532,244.63



Dana Kepner Company, Inc. Locations

Arizona			
Flagstaff	2001 Huntington, Suite #3	Flagstaff, Arizona 86004	P: 928.213.1349 F: 928.213.1353
Lake Havasu	1555 Countryshire Avenue	Lake Havasu, Arizona 86403	P: 928.854.5050 F: 928.854.5075
Phoenix	2401 South 19th Avenue	Phoenix, Arizona 85009	P: 602.255.0234 F: 602.254.5503
Prescott	6723 Corsair Avenue	Prescott, Arizona 86301	P: 928.445.1433 F: 928.445.9244
Show Low	2901 East Cooley Street	Show Low, Arizona 85901	P: 928.537.4076 F: 928.537.4147
Tucson	1185 West Glenn	Tucson, Arizona 85705	P: 520.624.7180 F: 520.624.7280
Colorado			
Colorado Springs	640 Aviation Way	Colorado Springs, Colorado 80916	P: 719.578.8733 F: 719.578.8428
Denver	700 Alcott	Denver, Colorado 80204	P: 303.623.6161 F: 303.623.1667
Ft. Collins	3701 Canal Drive	Ft. Collins, Colorado 80524	P: 970.482.3311 F: 970.482.3389
Montana			
Billings	3206 Conrad Road	Billings, Montana 59102	P: 406.656.5656 F: 406.656.5671
Nevada			
Henderson	180 Cassia Way, Suite 500	Henderson, Nevada 89014	P: 702.566.4101 F: 702.566.4576

Metering Services, Inc.

Pricing Sheet

Servicing Backflows & Meters in AZ for 30 years.

Tempe, AZ 85281
 Phone (480) 894-0200 Fax (480) 731-4793

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2150	3/4" Meter Replacement	\$105.00	225,750.00
1	3/4" Replacement & PRV Location	\$400.00	400.00
1	3/4" Replacement & Valve Change	\$350.00	350.00
33	1" Meter Replacement	\$135.00	4,455.00
4	1 1/2" Meter Replacement	\$650.00	2,600.00
46	2" Meter Replacement	\$750.00	34,500.00
2	3" Meter Replacement	\$3,750.00	7,500.00
1	4" Meter Replacement	\$4,750.00	4,750.00
7	3" Well Meter Replacement	\$3,750.00	26,250.00
1	6" Well Meter Replacement	\$6,000.00	6,000.00
1920	Drilling Meter Lids(Metal)	\$25.00	48,000.00
1	Box Raise 1 1/2" Above Grade	\$85.00	85.00

1	Box Lowering to 1 1/2" Above Grade	\$265.00	265.00
1	Box Replacement - Per Box	\$155.00	155.00
1	Box Pull - Per Box	\$125.00	125.00
2166	GPS Locations	\$12.50	27,075.00
1	Misc. Labor(Per Man Hour)	\$125.00	125.00

Extra Line Items proposed by MSI

2233	Box Clean Out and Hang Door Tag	\$40.00	89,320.00
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Pricing Notes

- 1.5" - 6" Meter Replacements - Is the cost to replace the meter only(Labor only) during normal business hours. Does not include any work to access the meter if covered by concrete or dirt or etc. If any additional work is needed to access the meter, there will be an additional hourly charge. Price includes mobilization of large meter crew and crane truck.
- All labor charges are assuming normal business hours. If any after work is needed, that will be an additional charge.

**ARIZONA DEPARTMENT OF CORRECTIONS, REHABILITATION
AND REENTRY**

701 East Jefferson Phoenix, Arizona 85034

AGREEMENT

This Agreement is entered into between the **Town of Eagar**, hereinafter referred to as the **Town**, and **Arizona Department of Corrections, Rehabilitation and Reentry (ADCRR)**, for and on behalf of its **Arizona State Prison Complex Winslow Apache Unit**, hereinafter known as the **Department or ASPC-Winslow-Apache Unit**.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Agreement between the parties and supersedes all other understandings, oral and written.

WHEREAS, the Department is authorized by Arizona Revised Statutes (A.R.S.) § 41-2501 to establish firefighting services to protect the health and safety of persons and property at the Arizona State Prison Complex Winslow-Apache Unit and;

WHEREAS, the Town is authorized by A.R.S. § 9-240 and has firefighting equipment, trained firefighters and the capability to provide said services, and

WHEREAS, the Town has authorized members of the Round Valley Fire and Medical Department to render firefighting services to ASPC-Winslow-Apache Unit,

THEREFORE, IT IS AGREED that the Town will provide firefighting services to ASPC-Winslow-Apache Unit under the terms of this Agreement as specified below:

1. Purpose of Agreement:

- 1.1. To establish fire fighting services to protect the health and safety of persons and property at the Arizona State Prison Complex-Winslow-Apache Unit, located adjacent to U.S. Highway 180 at Mile 383.22.

2. The ADCRR agrees:

- 2.1. To comply with guidelines provided by the Town in making all requests to the Town for assistance in containing fire or incendiary problems. Additionally, the Department shall provide at least the following information when requesting services from the Town:
 - 2.1.1. Type of fire or incendiary problem, e.g. building, brush, etc.
 - 2.1.2. Location of the fire on the grounds of the prison.
 - 2.1.3. Description of the environment surrounding the fire, e.g., simultaneous prison disturbance, efforts by prison staff to contain the fire, etc.
 - 2.1.4. Directions to reach the fire location.
 - 2.1.5. Contact person at the prison facility for the Town firefighters.
- 2.2. Employ internal fire prevention practices and emergency response equipment and procedures, when possible, to control the limit of a fire or incendiary problem until the Town firefighters and equipment arrive on the scene.
- 2.3. Provide an escorted entrance and exit to and from ASPC-Winslow-Apache Unit for assigned Town

firefighters and equipment.

- 2.4. Ensure that a security perimeter, in which no unauthorized personnel shall be permitted, of at least fifty (50) feet outdoors and twenty (20) feet indoors is maintained when Town firefighters are on the scene of a fire in order to provide a safe environment in which the Town firefighters can work.
 - 2.5. To be responsible for damages to Town firefighting equipment resulting from debris, gravel, or sand in the hydrant lines. A legible, detailed invoice shall be provided by the Town within thirty (30) days after the Department has requested services. All invoices shall identify the specific item(s) being billed.
 - 2.6. Provide supplies and services, such as shelter, gasoline and oil for on-site use of the Town's firefighting equipment and personnel providing assistance.
 - 2.7. Permit, upon reasonable notice, the Town Fire Chief, or designee, (subject to necessary security clearance) to inspect the prison unit relative to firefighter safety.
 - 2.8. Keep the Town fully informed of Department policies, procedures and activities that have bearing upon the Town fulfilling assigned obligations under this Agreement.
 - 2.9. Designate an institutional contact person who shall function as a liaison between the Department and the Town in coordinating firefighting services. The Department shall ensure the Town is given the name and telephone number/extension of the contact person.
 - 2.10. Authorize the Town to perform fire prevention services.
3. The Town agrees:
- 3.1. To provide firefighting services to ASPC-Winslow-Apache Unit as Town personnel and equipment shall be available.
 - 3.2. To provide written procedures to the ASPC-Winslow-Apache Unit Deputy Warden advising of appropriate notification processes to be utilized when requesting firefighting services from the Town.
 - 3.3. To comply with necessary security rules and regulations of the Department when providing services at the prison unit.
 - 3.4. To immediately advise the prison staff at the time a request for services is made if Town staff and equipment will be available to provide assistance and, if available, the expected time of arrival at the prison unit.
 - 3.5. To provide at least twenty-four (24) hours notice to the ASPC-Winslow-Apache Unit Deputy Warden when the Town Fire Chief or designee may want to inspect the prison unit for any pre-fire planning or fire safety concerns as necessary.
4. It is Mutually agreed:
- 4.1. The fire protection services provided by the Town to ASPC-Winslow-Apache Unit shall be provided at no cost to the Department.
 - 4.2. The parties and the Arizona Office of the State Fire Marshal shall conduct an annual review and update of Emergency Operations Plans as part of a joint preparedness exercise. The preparedness exercise can be coordinated by the ASPC-Winslow Unit Occupational Safety Consultant (OSC), an authorized representative of the Office of the State Fire Marshal, and the designated Town Representative or Delegates.
 - 4.3. The management of an incident shall remain within the jurisdiction in which the incident occurred. The Town's Fire Department shall assign a representative to report to the prison's Incident Commander.

- 4.4. If an inmate disturbance occurs simultaneously with a fire or incendiary problem and the Town has responded to a request for firefighting assistance, the Town reserves the right to withdraw personnel and equipment when unreasonable danger exists as a result of the disturbance. The determination of unreasonable danger shall be made by the Town in conjunction with the unit Deputy Warden or Warden.
- 4.5. The Town shall make necessary arrangements with the Deputy Warden at ASPC-Winslow-Apache Unit, upon execution of this Agreement, to have the Town Fire Chief and other appropriate representatives of the Town inspect the premises described herein relative to fire response pre-planning.
- 4.6. The firefighting needs of the Town of Eagar shall take priority over other requests for such assistance and, as such, when necessary to ensure adequate protection to the Town, the Fire Department may, on behalf of the Town, decline to respond to a request for assistance from the Department, or may request the return of assigned staff and equipment, if the needs of the Town demand such action. The Town shall not incur any liability for failure to respond or remain at the site of a fire or incendiary problem if such circumstances occur.
- 4.7. Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- 4.8. The parties are hereby put on notice that this Agreement is subject to cancellation pursuant to Arizona Revised Statute A.R.S. § 38-511, the provisions of which are incorporated herein.
- 4.9. Each party shall be responsible for any and all costs including, but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this Agreement.

5. Term of Agreement

This Agreement shall begin when all signatures are affixed and fully executed by the ADCRR, Procurement Services Office and shall continue for one (1) year thereafter, unless otherwise terminated, canceled or extended, as otherwise provided herein.

6. Agreement Extension

By mutual written signed agreement, this Agreement may be extended by four (4) supplemental periods of up to twelve (12) months each for a total term of sixty (60) months.

7. Termination

This Agreement may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.

8. Agreement Changes

Any changes or amendments to this Agreement shall be effective only if made in writing and signed by authorized officials of both parties. All such changes or amendments shall be handled by formal amendment through the ADCRR Procurement Services Office.

9. Confidentiality of Records

The Town shall establish and maintain procedures and controls, that are acceptable to the ADCRR for the purpose of assuring that no information contained in its records or obtained from the ADCRR or from others in carrying out its functions under the Agreement shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information should be referred to the ADCRR. The Town also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the town as needed for the performance of duties under the Agreement, unless otherwise agreed to in writing by the ADCRR.

10. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

11. Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medications, etc.)

11.1. Promoting prison contraband A.R.S. § 13-2505:

- A person, not otherwise authorized by law, commits promoting prison contraband:
- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or

- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

11.2. Promoting Prison Contraband is a Class 5 felony.

12. Cancellation

ADCRR reserves the right to cancel the whole or any part of this Agreement due to failure by the Town to carry out any material obligation, term or condition of this Agreement.

13. Subcontracts

The Town shall bear full responsibility for the performance under all applicable subcontracts, shall forward copies to the Procurement Officer and shall retain copies on file.

14. Unlawful Sexual Conduct

14.1. A person commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, Rehabilitation and Reentry (ADCRR), the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county. For the purposes of this subsection, "person" means a person who:

- Is employed by ADCRR or the Department of Juvenile Corrections.
- Is employed by a private prison facility or a city or county jail.
- Contracts to provide services with ADCRR, the Department of Juvenile Corrections, a private prison facility or a city or county jail.
- Is an official visitor, volunteer or agency representative of ADCRR, the Department of Juvenile Corrections, a private prison facility or a city or county jail.

14.2. This section does not apply to a person who is employed by ADCRR, a private prison facility or a city or county jail or who contracts to provide services with ADCRR, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to ADCRR or was incarcerated in a city or county jail.

14.3. Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

14.4. Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. § 13-1419.

15. Federal Prison Rape Elimination Act 2003

The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003, and all applicable standards. The Contractor shall adopt and comply fully with the standards of PREA.

16. Assignment and Delegation

Neither party may assign any rights hereunder without the express, written, prior consent of both parties.

17. Availability of Funds Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.
18. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
- Accept a decrease in price offered by the contractor;
 - Cancel the Contract; or
 - Cancel the contract and re-solicit the requirements.
19. Audit of Records
Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other “records” relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
20. Cancellation for Conflict of Interest
Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
21. Non-Discrimination
The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.
22. Third Party Antitrust Violations
The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.
23. Applicable Law
The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
24. Entire Agreement
This Agreement contains the entire understanding of the parties hereto pursuant to the subject matter of this Agreement. There are no representations or provisions other than those contained herein, any amendment or modification of this Agreement.
25. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in

specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

26. Government Procurement: E-Verify Requirement A.R.S. §41-4401

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

27. Notices

All notices under this Agreement given by either party to the other shall be in writing and shall be delivered in person, sent by U.S. Postal Service, postage prepaid, by email and addressed to the following individuals:

Town of Eagar:

Attn: Brannon Eagar, Town Manager
 Address: P.O. Box 1300
 Eagar, AZ 85925
 Phone: (928) 333-4128
 Email: b.eagar@eagaraz.gov

**Arizona Department of Corrections,
 Rehabilitation and Reentry:**

Attn: Kerry Wells, Chief Procurement Officer
 Address: 701 East Jefferson
 Phoenix, Arizona 85034
 Phone: (602) 377-2322
 Email: kerry.wells@azdoa.gov

28. Indemnification

Each party (as "indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. § 41-621.

Authorized Signature

ADCRR No. 24-076-29

Authorized Signature Date

Name: Steve Erhart
Title: Mayor
Town of Eagar

Authorized Signature Date

Name: Kerry Wells
Title: Chief Procurement Officer,
ADCRR

Prepared by: Nora Valenzuela, Senior Procurement Specialist
Date: March 20, 2024

RESOLUTION NO. 2024-08

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF EAGAR ARIZONA AMENDING THE FEE SCHEDULE**

WHEREAS, it is in the best interest of the Town of Eagar and its citizens that the Town of Eagar update the Fee Schedule from time to time; and

WHEREAS, these updates are necessary and appropriate to allow the Town of Eagar to cover its costs and remain fiscally responsible when charging fees for Wildland Fire the Town will always bill the maximum allowable rate set by the State of Arizona;

NOW THEREFORE BE IT RESOLVED, that the Town of Eagar amend the Fee Schedule to set the following fees as shown in Exhibit A:

NOW THEREFORE LET IT BE RESOLVED by the Mayor and Town Council of the Town of Eagar, Apache County, Arizona, that the Fee Schedule for the Town of Eagar, Arizona is hereby amended as shown on Exhibit "A".

PASSED AND ADOPTED AND APPROVED by the Mayor and Town Council of Eagar, Arizona this 2nd day of April 2024.

ATTEST:

APPROVED:

Jessica Vaughan, Town Clerk

Steve Erhart, Mayor

APPROVED AS TO FORM:

Brett Rigg, Town Attorney

Fire Department

AHA Heartsaver CPR/First Aid/AED	per person	\$25.00
AHA BLS Provider	per person	\$25.00
Firefighter I & II Academy	per person	\$750.00
Price Matches Billable CFRA Rates below:		
Contract Type 1 Engine	per hour	\$159.00
Contract Type 6 Engine	per hour	\$98.00
Contract ½ ton pickup	per day	\$150.00
Contract ½ ton SUV	per day	\$156.00
Contract ¾ ton pickup	per day	\$196.00
Contract Water Tender	per hour	\$144.00
Contract Portable pump <5hp	per day	\$100.00
Contract Portable Pump mini mark	per day	\$64.00
Contract portable tank 3000-4999 Gal folding	per day	\$125.00
Fire Medical Team	per day	\$736.00 .655/mile

**AN APPRAISAL REPORT OF
AN EXISTING COMMERCIAL PROPERTY CONSISTING
OF THREE BUILDINGS TOTALING 6,234 SQUARE FEET**



LOCATED AT

560 NORTH MAIN STREET
EAGAR, ARIZONA 85925

PREPARED FOR

TIM RASMUSSEN
COMMUNITY DEVELOPMENT DIRECTOR
TOWN OF SPRINGERVILLE
418 EAST MAIN STREET
SPRINGERVILLE, ARIZONA 85938

EFFECTIVE DATE OF THE APPRAISAL

FEBRUARY 15, 2024

DATE OF THE APPRAISAL REPORT

MARCH 1, 2024

PREPARED BY

SELL & ASSOCIATES, INC.
4625 SOUTH LAKESHORE DRIVE
TEMPE, ARIZONA 85282-7127
WWW.SELLASSOC.COM
(480) 345-4500

FILE NUMBER

P24-0001

SELL & ASSOCIATES, INC.

REAL PROPERTY APPRAISERS AND CONSULTANTS

March 1, 2024

Mr. Tim Rasmussen
Community Development Director
Town of Springerville
418 East Main Street
Springerville, Arizona 85938

Re: An Appraisal Report of an existing commercial property consisting of three buildings totaling 6,234 square feet located at 560 North Main Street in Eagar, Apache County, Arizona 85925.

Sell & Associates, Inc. File Number: P24-0001

Dear Mr. Rasmussen:

At your request, we have provided an Appraisal Report of the Real Property for the above captioned Property. The Objective of this Appraisal is to provide an opinion of the Market Value of the fee simple estate of the Subject Property, as of the Effective Date of the Appraisal.

As a result of our investigation and analysis, it is our opinion that the Market Value of the fee simple estate of the Subject Property, as of, February 15, 2024, is:

TWO HUNDRED FIFTY THOUSAND DOLLARS
(\$250,000)

The Market Value opinion is based upon an *exposure time of two years or less*. This value opinion does not include any tangible or intangible personal property. The Subject Property has no significant natural, cultural, or scientific value.

The Intended Users of this Report are for our Client, the Town of Springerville, the Town of Eagar, and their agents and/or representatives. The Intended Use of this Report is for decisions in facilitating the possible sale of the Town of Springerville’s interest in the Property. This Report may not be used for any other reason, nor is it intended for use by any other entity than the Intended Users.

Within the Scope of this Report, the Cost, Sales Comparison, and Income Approaches to value were considered to provide opinions of the value of the Property. In the valuation sections, each approach is discussed in detail. The data collected by us and used in the valuation is referenced in the Report. The sources of the data and confirmation are also referenced.

The degree of reliance, as well as the significance of the data and each approach, is also presented. Any departure from this practice is addressed herein. The value opinions are based on the attached Report and all of the Assumptions and Limiting Conditions contained therein, including the understanding that we have no control of the use to which a subsequent reader of this Report may put the Report.

Disclosure of the contents of this Appraisal Report is governed by the By-laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this Report (especially any conclusions as to value, the identity of the Appraisers, or the firm with which we are connected, nor any reference to the Appraisal Institute) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without prior written consent and approval of the undersigned.

We do hereby certify, to the best of our knowledge and belief, that:

1. The statements of fact contained in this Report are true and correct.
2. The reported analysis, opinions, and conclusions are limited only by the reported Assumptions and Limiting Conditions, and are our personal, impartial, and unbiased professional analysis, opinions, and conclusions.
3. We have no present or prospective interest in the Property that is the Subject of this Report and no personal interest with respect to the parties involved.
4. We have no bias with respect to the Property that is the Subject of this Report or to the parties involved with this Assignment.
5. Our compensation for completing this Assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinions, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the Intended Use of this Appraisal.
6. The reported analyses, opinions, and conclusions were developed, and this Report has been prepared in conformity with the Regulations and Standards of the Code of Professional Ethics & Standards of Professional Appraisal Practice


of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice, as adopted by the Appraisal Standards Board.

7. Our engagement in this Assignment was not conditional upon our Appraisal producing a specific value or a value within a given range. Future employment prospects were not based upon the results of the Report. No pressure was placed upon us to provide an opinion of a specific value. Furthermore, the Appraisal Assignment was not based upon a requested minimum value.
8. The use of this Report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the Date of this Report, Jan A. Sell has completed the Continuing Education Program for Designated Members of the Appraisal Institute.
10. No one provided significant professional appraisal assistance to us in the preparation of this Report.
11. Jan A. Sell made a current and James W. Hogan has made previous inspections of the Property that is the Subject of this Report.
12. Jan A. Sell and James W. Hogan performed services as appraisers regarding the Subject Property for the Town of Springerville in April 2021, and for the Town of Eagar in March 2015. To the best of our knowledge and belief, we have not performed any other services in any other capacity, regarding the Property that is the Subject of this Report within the three-year period immediately preceding the acceptance of this Assignment.

The opportunity to assist you has been appreciated.



Jan A. Sell, MAI, SR/WA, AI-GRS, SRA, CCIM
Certified General Real Estate Appraiser
Certificate No. 30120, State of Arizona
Expires August 31, 2024



James W. Hogan
Certified General Real Estate Appraiser
Certificate No. 31678, State of Arizona
Expires October 31, 2024

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ADDENDA

- ◆ **SUBJECT PHOTOGRAPHS**
- ◆ **ZONING DESCRIPTION**
- ◆ **APPRAISERS' QUALIFICATIONS**

SUMMARY OF APPRAISAL

Type of Property: An existing, commercial property consisting of three buildings totaling 6,234 square feet situated on a 52,707 square foot parcel of commercial land.

Location: Along the west side of Main Street, south of 6th Avenue in Eagar, Apache County, Arizona

Municipal Address: 560 North Main Street, Eagar, Arizona 85925

Assessor's Parcel Number: 104-10-005G

Legal Description: Lot 5 of Block 3, Eagar Townsite; except the South 86 feet thereof.

Site Area: 52,707 Square feet (1.21 acres)

Building Area:

Building A:	2,830 Square feet
Building B (Modular):	1,904 Square feet
Building C (Modular):	<u>1,500 Square feet</u>
Total:	6,234 Square feet

Land-to-Building Ratio: 8.45:1 (52,707/6,234)

Site Coverage: 13.2% (6,234/52,707)

Current Occupancy: Vacant

Zoning Classifications: C-1 (Central Business District), Town of Eagar

Flood Zone: Flood Zone "X" per FEMA FIRM 04001C4681E, September 28, 2007

Owner: Town of Eagar and Town of Springerville

Client: Town of Springerville

Intended Users: Town of Springerville, Town of Eagar, and their agents and/or representatives.

Intended Use: For use in decisions in facilitating the possible sale of the Town of Springerville's interest in the Property.

Appraisal Objective: To provide an opinion of the Market Value of the fee simple estate in the Subject Property.

Property Rights Appraised: Fee simple estate

Current Use: Commercial property consisting of three buildings, that was previously utilized as a small satellite campus for Northland Pioneer College and is currently vacant.

Highest and Best Use:

As if Vacant: To hold as vacant land for the development of a commercial use as demand dictates.

As Improved: Continued use as a commercial property.

Exposure Time: Two years or less

Opinion of Market Value: ***\$250,000***

Date of Inspection: February 15, 2024

Effective Date of Appraisal: February 15, 2024

Date of Appraisal Report: March 1, 2024

UNDERLYING ASSUMPTIONS AND CONTINGENT CONDITIONS

1. The legal description for the Subject Property obtained from public records is assumed to be accurate and the Subject Property is correctly identified as indicated in this Report.
2. We were not provided with a preliminary title report or a site survey.
3. Title to the Property is marketable, free, and clear of all liens.
4. The fee simple estate in the Property contains the sum of all fractional interests that may exist.
5. The Property is appraised as if owned in fee simple title without encumbrances, unless otherwise mentioned in this Report.
6. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this Report.
7. Responsible ownership and competent management exist for the property, unless otherwise stated.
8. We are not responsible for the accuracy of the opinions furnished by others and contained in this Report, nor are we responsible for the reliability of government data used in the Report.
9. Compensation for services is dependent only upon the production of this Report and is not contingent upon the value opinion.
10. This Report considers nothing of a legal character, is not considered to be a legal document, and the Appraisers assume no responsibility for matters of a legal nature.
11. Testimony or attendance in court is not required by reason of this Report.
12. Information furnished by the Client and/or Property Owner is correct as received.
13. Neither this Report, nor any of its contents, may be used for the sale of shares or similar units of ownership in the nature of securities. No part of this Report may be reproduced without our written permission.
14. Neither all nor any part of the contents of this Report (especially any conclusions as to value, our identity, or the firm with which we are associated), shall be disseminated to the public through advertising, public relations, news sales, or other media.

15. Possession of this Report or a copy thereof does not carry with it the right of publication. It may not be used for any use or by any person other than the Client and Intended Users to whom it is addressed without our written consent.
16. This Report is the confidential and private property of the Client and the Appraisers. Any person other than the Appraisers, the Client, and Intended Users that obtain and/or use this Report or its contents for any use not so authorized by us or the Client, is hereby forewarned that all legal means to obtain redress may be employed against them.
17. Utility services are available, as detailed in this Report, for the Subject Property and they will continue to be so in the foreseeable future, unless otherwise noted in this Report.
18. Unless stated otherwise, subsurface rights (mineral, oil, etc.) and their potential impact upon value were not considered in this Appraisal.
19. The Subject Property is not, nor will it be in violation of the National Environmental Policy Act, the State Environmental or Clean Air Act, or any and all similar government regulations or laws pertaining to the environment.
20. This Report assumes that the Subject has no historical or archaeological significance. The value opinion is predicated on the assumption that no such condition exists. Should the Client have a concern over the Subject's status, he is urged to retain the services of a qualified independent specialist to determine the extent of either significance, if any, and the cost to study the condition, benefit, or detriment such a condition brings to the property. The cost of the inspection and study must be borne by the Client or owner of the Property. Should the development of the properties be restricted or enhanced in any way, the Appraisers reserve the right to modify the opinion of value, if so, indicated by the market.
21. Unless otherwise stated in this Report, the Appraisers did not observe the existence of hazardous materials, which may or may not be present on or below the Property. The Appraisers have no knowledge of the existence of such materials on or in the Property. The Appraisers, however, are not qualified to detect such substances as, PCB transformers, or other toxic, hazardous, contaminated substances, and/or underground storage tanks (containing hazardous materials). The value opinion is predicated on the assumption that there are no such materials on or in the Property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. Thus, the value opinion herein is as if unaffected by any such cause and/or substance. Should the Client have concern over the existence of such substances, he is urged to retain the services of a qualified independent environmental specialist to determine the extent of contamination, if any, and the cost of treatment or removal. The cost of detection, treatment, removal, and/or permanent storage must be borne by the Client/Owner of the Property.

22. This Appraisal assumes that the Subject Property complies with the requirements under the *ADA, Americans With Disabilities Act*. The Appraisers are not qualified to detect each and every item of compliance or lack thereof. The value opinion is predicated on the assumption that there is no lack of compliance that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. Should the Client have concern over the Subject's state of compliance, they are urged to retain the services of a qualified independent ADA specialist to determine the extent of compliance and the cost to bring the property into compliance, if needed. The cost of the inspection, study and compliance must be borne by the Client or Owner of the property. The cost could be deducted from the opinion of Market Value of the Subject Property if indicated by the market.

SCOPE OF THE REPORT

This is an Appraisal Report intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). The depth of discussion contained in this Report is specific to the needs of the Client and for the Intended Use stated herein. Supporting documentation concerning the data, reasoning, and analyses is retained in the Appraisers' file. The Appraisers are not responsible for unauthorized use of the Report.

An Appraiser must gather and analyze information about those assignment elements that are necessary to properly identify the Appraisal Problem to be solved. In this instance, the Problem to be solved is for an opinion of Market Value of the fee simple estate for the Subject Property. The following information provides the basis for determining the type and extent of research and analyses to include in the development of the Appraisal in order to solve the Appraisal Problem.

The Property appraised is an existing commercial property consisting of three buildings totaling 6,234 square feet. The Property is currently vacant; however, it was previously utilized as a small satellite campus by Northland Pioneer College, Building A is a 2,830 square foot, former single-family residence that has been converted/renovated for use as administrative offices, while Buildings B and C are 1,904 square foot and 1,500 square foot, modular buildings that were used for classrooms. The improvements are situated on a 52,707 square foot parcel of land located along the west side of Main Street, south of 6th Avenue in Eagar, Apache County, Arizona. The improvements have not been occupied since the college vacated the Property. Although the Property has been maintained over the years, there is very little to no demand for the current building improvements.

This Report has been prepared for use for our Client, the Town of Springerville, the Town of Eagar, and their agents and/or representative. The Intended Use of this Report is for decisions in facilitating the possible sale of the Town of Springerville's interest in the Property.

As part of this Appraisal, we have made several independent investigations and analyses concerning both the Subject Property and its Market Area. We have relied on several different data sources in each section and documented or referenced those sources as completely as possible. Following is an outline of the steps taken to accomplish this task. Additional detail regarding each step is contained within the Report.

The Scope of this Appraisal analysis included the following:

- ◆ Identification of the Subject Property and the Appraisal Problem;
- ◆ An on-site inspection of the Subject Property on February 16, 2024;
- ◆ Examination of the Subject's ownership;

- ◆ Analyzed the Subject's general Market Area characteristics;
- ◆ Analysis of the Site and existing improvements;
- ◆ Research and analysis of the supply and demand for the Market Area;
- ◆ Determine Highest and Best Use for the Subject Property;
- ◆ Utilization of appropriate approaches to value;
- ◆ Researched comparable properties, and;
- ◆ Reconciled all of the data and arrived at a final opinion of the Market Value of the Subject Property.

Numerous independent data sources were relied upon in each section of the Appraisal, and we have referenced these sources in the Report. Market data was provided by various publications as well as by agents, brokers, and investors.

Data provided by the Client included miscellaneous property data. We assume this information to be correct and accurate as confirmed by our on-site inspection.

Market Area Analysis: The analysis of the Subject's Market Area is included in order to demonstrate the impact of prevailing market conditions and competition on the Subject's value and marketability. This section is based on an inspection of the area along with various published information sources. Sources that were used are specifically noted within each of these sections, and may include the following:

- ◆ Arizona Department of Economic Security;
- ◆ The Bureau of Census;
- ◆ Arizona Economic Indicators published by the State of Arizona;
- ◆ MLS, CoStar, and LoopNet;
- ◆ The inspection of the Market Area;
- ◆ Apache County records;
- ◆ Web-based sources;
- ◆ Arizona State University and the University of Arizona, and;
- ◆ Site To Do Business online data services.

Site Description and Improvement Analysis: Within these sections of the Report, a description is provided of the Subject's Site characteristics and existing improvements, based on several sources. Where factual information is required, we have used several sources including the following:

- ◆ Town of Eagar Planning Department, general plan, zoning map and applicable zoning ordinances;
- ◆ HUD Special Flood Agency Maps from the Federal Emergency Management Agency;
- ◆ Apache County Assessor's and Treasurer's Offices;
- ◆ ARMLS (Monsoon);
- ◆ Legal description and various data obtained from public records, and;
- ◆ Site and building areas, including descriptions of all physical attributes were obtained from our inspection and checked with public records.

Highest and Best Use: When the Objective of an appraisal is to provide an opinion of the Fair Market Value, the Highest and Best Use analysis identifies the most profitable, competitive use to which the Property can be put. Therefore, the Highest and Best Use is a market-driven concept. We have separately evaluated the Subject indicated As Vacant, and As Improved, and have examined those uses that would be physically possible, legally permissible, financially feasible, and maximally productive. Among these potential uses, we have selected the Highest and Best Use.

Valuation Analysis: Within the scope of this Report, three approaches to value were considered; however, only the Cost and Sales Comparison Approaches are utilized. In the valuation section, each approach is discussed. The data collected and utilized in the valuation is referenced in the Report. The degree of reliance, as well as the significance of each approach is presented. The analysis encompasses historical demand levels and current supply, as well as future potential demand and supply additions. Information has been gathered from the following sources:

- ◆ Multiple Listing Service (FlexMLS and ARMLS);
- ◆ Costar and Loopnet;
- ◆ Direct contact with listing/sales agents, leasing agents, owners, and/or their representatives;
- ◆ Local business and real estate related newspapers, magazines, web-based sources;
- ◆ Sell and Associates, Inc. files, and;
- ◆ County public records.

The **Cost Approach** is based on estimating the cost of developing a property equivalent to the Subject. It is considered reliable for new construction but is relatively unreliable when there is significant accrued depreciation. The Subject Property consists of a mixture of components with a single-family residence converted to office space and two prefabricated buildings utilized for office and/or classroom space; therefore, the Cost Approach was utilized to provide an indication of the Subject's Market Value.

The **Sales Comparison Approach** represents a process whereby an Appraiser derives a value indication by comparing the property being appraised to similar properties that have sold recently and applying appropriate adjustments, based on the elements of comparison, to the sales prices of the comparable properties, in order to provide a range and point value estimate for the Subject Property. This data has been analyzed on the basis of appropriate value indicators in order to provide an indication of the Subject's Market Value.

The **Income Approach** is based on the market rents of similar properties by estimating the Subject's potential gross income based on the contract rent and/or current rental rates of comparable properties. It should be noted that with the location of and attributes of the Subject Property and the high vacancy of retail and office space, there was a lack of comparable rental data. The Subject is located in a small, rural community with the

majority of properties with similar attributes to the Subject are typically purchased by owner users; therefore, the Income Approach was not utilized.

Reconciliation and Final Fair Market Value Opinion: Each of the applicable approaches to value provides an indication of the Subject's Market Value. Resolving the differences from among the various value indications is called reconciliation. Reconciliation is the analysis of alternative conclusions to arrive at a final value opinion. The relative significance, applicability, and supportability of each value indication are weighed, and primary reliance is placed upon the approach considered most appropriate to the Objective of the Appraisal.

INTRODUCTION

Property Identification

Property Type

The Subject Property represents a commercial property consisting of three buildings totaling 6,234 square feet situated on a 52,707 square foot parcel of land.

Location

The Property is located along the west side of Main Street, just south of 6th Avenue in Eagar, Apache County, Arizona.

Municipal Address

560 North Main Street, Eagar, Arizona 85925

Assessor's Parcel Number

104-10-005G

Legal Description

Lot 5 of Block 3, Eagar Townsite; except the south 86 feet thereof, Apache County, Arizona.

Definition of Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

Type of Value

Market Value

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th Edition. (Chicago: Appraisal Institute, 2022), page 73

Definition of Market Value

“The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.”²

Definition of Exposure Time

“The time a property remains on the market. An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the Effective Date of the Appraisal.”³

Owner and Ownership History

According to the records of Apache County and information provided to us by the Client, the Subject Property is currently owned by the Town of Eagar and the Town of Springerville, who both have owned the Property for more than three years prior to the Effective Date of the Appraisal.

The Subject Property is currently vacant; however, the Property was previously 100% occupied by a single tenant (Northland Pioneer College), which utilized the Property as a small satellite campus with some administrative offices and classrooms.

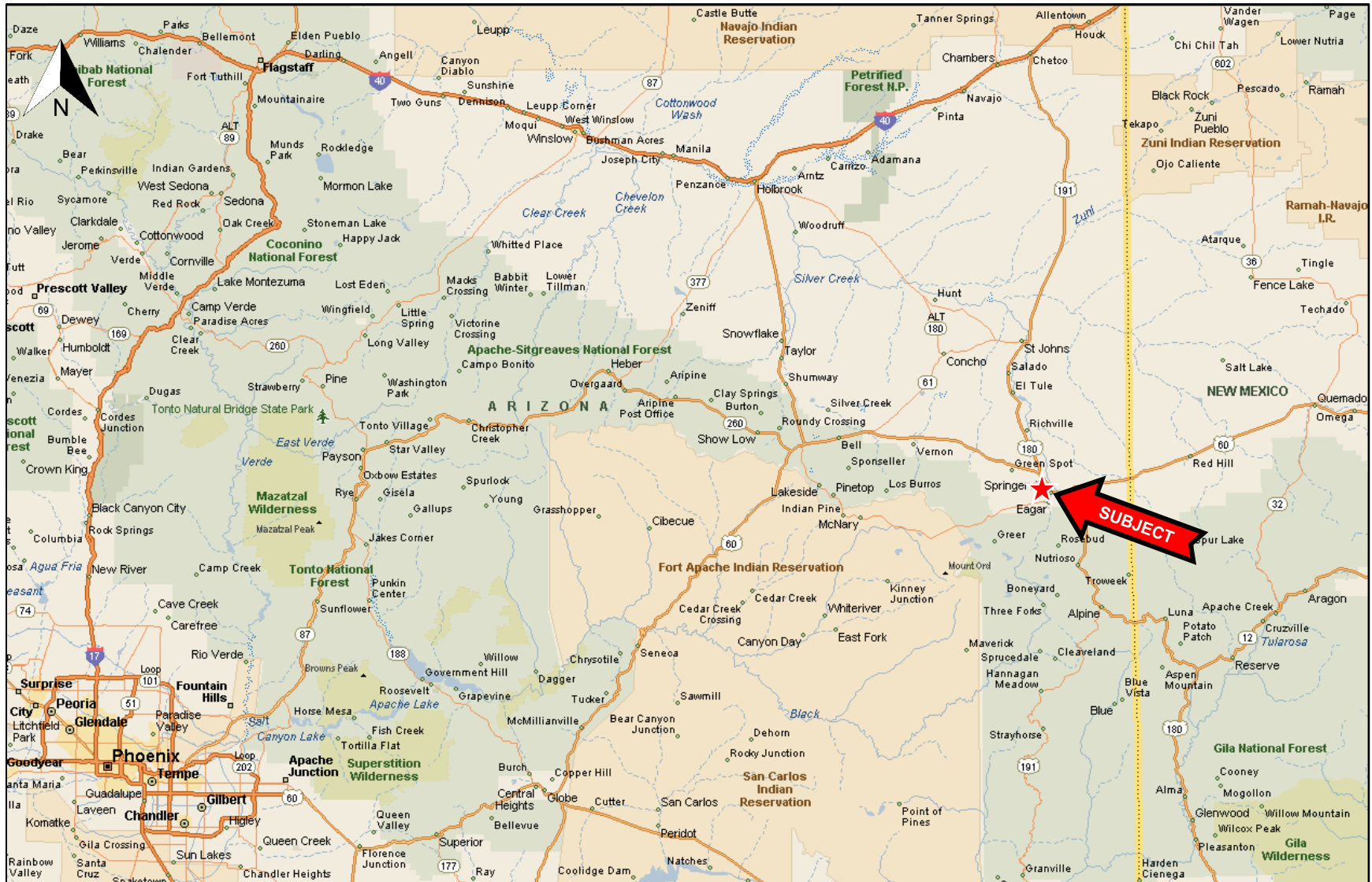
No other sales of the Subject Property were identified in public records in the three years prior to the Effective Date of the Appraisal.

To the best of our knowledge and belief, the Property is not currently listed for sale or under contract.

² *Appraisal of Real Estate, 15th Edition (Chicago, Illinois, 2020), page 48*

³ *The Appraisal Foundation, USPAP 2024-2025 Edition, Appraisal Standards Board.*

REGIONAL MAP



MARKET AREA MAP



MARKET AREA ANALYSIS

A Market Area Analysis is a study of the interrelating forces of supply and demand as they relate on a regional basis. In order to identify the character of the Springerville and Eagar area to obtain the most current perspective on the overall regional real estate market, four interrelated factors are considered in detail. As part of the discussion, an overview of the White Mountain area will be presented. Knowledge gained from this analysis provides a basis for estimating demand for the Subject's product type, analyzing the Highest and Best Use of the Subject Property and identifying market trends affecting the value of the Subject Property.

Market Area Delineation and Overview

A Market Area is a geographical area characterized by a similarity of uses and/or uses within which any change has a direct and immediate effect upon the Subject Property and its value. The essence of a Market Area Analysis is to identify trends or factors that will have an impact on the Subject's value. The first step in such an analysis is to delineate the boundaries of the Subject Market Area. In this instance, the Market Area is characterized as being contained within the communities of Springerville and Eagar.

The Town of Springerville and its twin community the Town of Eagar are located in the far eastern portion of Arizona near the Arizona and New Mexico border. The communities of Springerville and Eagar are located in the foothills of the White Mountains at an elevation of 6,900-7,000 feet in an area known as "Round Valley" within the southeast portion of Apache County.

In order to identify the character of Apache County and the Springerville/Eagar areas, and to determine the most current perspective on the area's real estate market, five interrelated factors are considered in detail. These five interrelated factors are physical characteristics, demographics, economic/financial, political/governmental, and sociological.

Apache County is located in one of the most sparsely populated areas of the continental United States, with a population of 6.5 persons per square mile compared with a population density of 481 persons per square mile for Maricopa County, the most populated area in Arizona. The closest population centers to the area are Phoenix MSA (225 miles), with a 2019 area population of 4,948,203 people and Albuquerque MSA (199 miles) with a 2019 area population of 918,018 people.

A majority of Apache County consists of Indian reservations with 7,667 square miles, or 68.3% of its total land area, which is the most land area designated as reservations in a county within the United States. The county contains parts of the Navajo Indian Reservation, White Mountain Apache Indian Reservation and the Zuni Indian Reservation.

The history of the communities of Springerville and Eagar dates back to the late 1800's but were not incorporated until the mid-1900's. They were first inhabited by Native Americans.

The Spanish were the first settlers in Round Valley. By 1872, the Spanish had established a colony called Valley Redondo at the northern rim of the valley near Nutrioso Creek. Early pioneers farmed and ranched in the area, living off the land. These two towns have grown on the banks of the Little Colorado River.

The Town of Eagar dates to the late 1800's when John Thomas Eagar, his brothers Joel and William and the Robertson family homesteaded in Round Valley. In 1888, the town was established under the name Union to unify the small settlements in the area. The name was changed to Eagar in 1892, and the Post Office was established in 1888, while the Town of Springerville grew around Henry Springer's Trading Post. It was established in 1879 but was not incorporated until 1948.

Traditionally, these two towns have served as agricultural centers and trading posts. Gradually, the services have changed with the construction of two power plants, a modern sawmill operation and other timber related industries. In addition, both of these towns have been nurtured along with the growing tourism and recreation trade that has impacted southern Apache County.

Demographic Trends

According to the Arizona Department of Commerce, the population of Springerville increased from 1,802 in 1990 to 1,968 in 2000, for an annual growth rate of 0.89%. In, 2010 the population decreased to 1,959, for an annual growth rate of -0.05% between 2000 and 2010; furthermore, the population further decreased to 1,717 in 2020, for an annual growth rate of -1.31% from 2010 to 2020.

The population of Eagar increased from 4,009 in 1990 to 4,045 in 2000, for an annual growth rate of 0.09%. From 2000 to 2010 the population increased to 4,879, for an annual growth rate of 1.89%; furthermore, the population increased to 4,409 in 2020, for an annual growth rate of 1.01% from 2010 to 2020.

Apache County increased from 61,646 in 1990 to 69,412 in 2000, for an annual growth rate of 1.19%. In 2010, the population increased to 71,520, for an annual growth rate of 0.30% between 2000 and 2010; furthermore, the population decreased to 66,050, for an annual growth rate of -0.79%. The population annual growth rate between 2010 and 2020 is much lower than the state average rate of 1.15%.

Population Data	1990	2000	2010	2020
Eagar	4,009	4,045	4,879	4,409
Springerville	1,802	1,968	1,959	1,717
St. Johns	3,288	3,518	3,484	3,417
Unincorporated	52,546	59,880	61,199	56,507
Apache County	61,646	69,412	71,520	66,050
Arizona	3,682,913	5,175,581	6,398,985	7,176,401

Source: Arizona Office of Economic Opportunity

According to the U.S. Census the median household income for Apache County increased from \$31,184 in 2010 to \$33,967 in 2020, which is an increase of 8.92%, while the median household income for Arizona increased from \$50,448 in 2010 to \$58,945 in 2019, which is an increase of 16.8% and the national median household income increased from \$57,904 in 2010 to \$67,088 in 2019, which is an increase of 15.86%.

Basic Transportation/Linkage

Springerville/Eagar are located approximately 45 miles east of the City of Show Low at the intersection of U.S. 60 and Highway 180 (business route). The town limits of Eagar are located approximately one mile south of U.S. 60 along Highway 180 (business route). U.S. 60 continues east approximately 153 miles intersecting with Interstate 25 in Socorro, New Mexico, which is a major arterial freeway traversing New Mexico in a north/south direction; furthermore, Highway 191 extends north from Springerville approximately 78 miles and intersects with Interstate 10 in Sanders, Arizona, which is a major freeway traversing Arizona in an east/west direction and connecting with Los Angeles to the west and Albuquerque to the east.

Arterial Roadways

Primary routes within the Subject Market Area are Main Street (U.S. 60) and Mountain Avenue (Highway 180 Business Route) in Springerville and Main Street (Highway 180 Business Route) and Central Avenue (Highway 260) in Eagar, which are the commercial corridors throughout the two communities.

Availability of Support Facilities and Services

Utilities

Springerville and Eagar are serviced with water and sewer by the municipalities. Electricity for the Market Area is furnished by Navopache Electric Cooperative. Propane is provided by multiple private companies in the area. Telephone is provided and serviced by Frontier Communications, while Cable is provided by Cable One.

Schools

The Towns of Springerville and Eagar are combined into one school district (Round Valley Unified School District), which serves both towns and other smaller unincorporated communities nearby. Currently, the district provides a public primary school, an elementary school, a middle school and a public high school. The total enrollment for the school district is more than 1,600 students. Northland Pioneer College is a community college based in Show Low, which maintains a small branch/center in Eagar.

Health Care

White Mountain Regional Medical Center is a level 4 trauma center and a 25-bed critical access hospital located in Springerville. Most other medical care cases are referred to Summit Healthcare Regional Medical Center in Show Low and/or Airvac to specialty hospitals.

Police and Fire Protection

The Town of Springerville police department has full-time personnel, while the fire department consists of volunteer members. The Town of Eagar police department has full-time personnel and a volunteer fire department.

Airport

The Town of Springerville operates a general aviation airport with two paved runways 8,422 foot (lighted) and 4,603 foot (unlighted). The airport is used by the general public and emergency transportation for the local area residents. The airport provides a 4,000 square foot terminal, 14,000 square foot hanger with complete pilot facilities and lounge, 24-hour fuel, tie downs and hangar rentals.

Recreational Facilities

The Town of Springerville provides a public library, museum, two racquetball courts, lighted tennis court, parks and baseball/softball fields. In addition, there is an indoor theater with one theater room. The Town of Springerville also restored an archaeological site of a late Pueblo Indian settlement within the town limits. These ruins, known as Casa Malpais, encompass 14.5 acres and are completely restored in order for public visitation. A study has been conducted by Louis Berger and Associates who estimate visitation to the site of between 65,000 - 85,000 persons.

The Town of Eagar provides a public library, museum, rodeo arena, lighted racquetball courts, tennis courts, skate park, parks and baseball/softball fields. The “Ensphere” is located on the Round Valley High School campus in Eagar. This domed, multi-use, athletic facility was completed at a cost of \$11 million and opened in late 1991. It was the first domed football facility for high school in the United States. The dome encompasses 189,000 square feet of a floor area of which 120,000 square feet is field

area. The facility has 5,500 fixed seats and a number of movable seats. The facility is used for a variety of school athletic events, (football, basketball, volleyball, tennis, etc.) and non-school events.

Area Development

Residential Development

Residential development within the Market Area consists primarily of custom and semi-custom single-family residential homes and modular homes situated on medium and large sized lots. The Market Area also has a number of single-family homes and modular homes on horse type properties with acreage that is typically located in areas on the edge and outskirts of the town limits.

Industrial Development

Industrial development is mostly light industrial uses located in select areas, with the majority of the industrial development being on the eastern and western edge or outskirts of the town limits. The Town of Springerville has also developed an industrial subdivision near the airport.

Commercial Development

Commercial development is primarily located along the arterial roadways of Main Street and Mountain Avenue/Main Street. Development consists of small-to-medium sized retail and office uses, with some large box retail uses.

Notable large retailers in the market:

- Carquest Auto Parts
- Dollar General
- Family Dollar
- NAPA Auto Parts
- Safeway

Notable restaurants in the market:

- Alberto's
- Dairy Queen
- McDonald's
- Sonic Drive-In
- Subway (2)

Surrounding Land Uses

This area relies heavily on agriculture, ranching, lumber and the tourism industry. Eastern Arizona provides the background for the scenic and recreational attractions of the area. Immediately east and south of the communities are the White Mountains. These mountains are situated in portions of the Apache/Sitgreaves National Forest and the White Mountain Apache Indian Reservation. This mountainous region is a premier state recreational area, both in summer and in winter, for the residents of Arizona. There are numerous hiking trails, wilderness areas, and scenic byways for the local residents and visitors to enjoy year around. The National Forest Service maintains over 14 lakes and 37 miles of fishing streams in the area, which represents the fifth largest fishing area in the nation. The White Mountain Apache Indian Reservation alone has over 300 miles

of streams and 26 major lakes. It is also the largest privately owned recreational area in the western part of the United States. Much of the forest and range land has been historically used for cattle grazing. Areas to the north and east of the Subject are generally forest land owned by the United States of America, the State of Arizona, and private parties. These areas are more open and used for agricultural purposes and cattle grazing.

Weather

The weather and precipitation in the area has a major impact on the local economic structure and growth in the Springerville and Eagar areas. Average temperatures vary from an average maximum daily temperature of 46.7 degrees in January up to 83.3 degrees in the middle of summer. During the middle of the summer months, temperatures range from the mid-to-upper 40's in the early mornings to the low 80's in the afternoon. Winter temperatures are generally chilly, ranging from the low teens in the early mornings, to the mid to upper 40's in the afternoon. The average total precipitation, based on a 30-year average, is approximately 11 inches. Snow, sleet and hail are estimated at an annual figure of 30.6 inches. Most of the precipitation occurs during the mid-summer to late summer months with an average annual rainfall of approximately 2.5 inches per month.

Additionally, an important variable climatic factor is the amount of annual snowfall at the Sunrise Ski Resort, which is located approximately 20 miles southeast of Springerville/Eagar. The typical ski season starts in mid-November and ends in mid-April of each season, with the average number of skier days being around 112 to 118 days per season.

The Sunrise Ski Resort has the lift capacity of 18,000 people per hour and the entire complex can comfortably accommodate approximately 15,000 skiers per day. The ski park currently has 65 runs, and three different mountains; Sunrise, Apache and Cyclone mountains, including a separate snowboarding area.

Forest Fires

The Wallow Fire, which started in late May of 2011 and is the largest fire recorded in Arizona history, destroyed approximately 538,000 acres in the White Mountains of eastern Arizona including a small portion of western New Mexico. Nearly 6,000 residents were evacuated in the Arizona communities of Alpine, Blue River, Greer, Nutrioso, Springerville and Eagar along with Lune, New Mexico.

Economy and Employment

Traditionally, these two towns have served as agricultural centers and trading posts. Gradually, the services have changed with two power plants, a modern sawmill operation and other timber related industries. In addition, both of these towns have been nurtured along with the growing tourism and recreation trade that has impacted southern Apache

County. Due to the area's pleasant summer climate and location near lakes and streams, it has been a popular destination for tourists seeking a wilderness experience.

Agricultural activity has been limited primarily to ranching. Several ranches have grazing permits on state and federal land. The Coronado Generating Station, a SRP Project, is located 36 miles north of the market, and employs 180-200 people. The Springerville Generating Station, a Tucson Electric Power project, is located ten miles north and employs approximately 450-500 people.

Unfortunately, many of the available trade and service jobs are relatively low paying when compared with the higher paying mining, manufacturing, and construction sectors. Employment growth in the higher paying industries has been negligible or has actually declined.

Virtually all of the employment growth during the last decade has been in the lower paying trade and service sectors. One exception, is the region's government sector. Federal, state, and local government agencies are the largest employers in Apache County. The government employs approximately sixty-four percent of the workforce. The National Forest Service, Apache County and the Round Valley School District represent the majority of the government employment.

Although the unemployment rate is relatively high, these two communities have had a relatively stable employment base. The growth of this area has been slow but steady over the past couple of decades.

APACHE COUNTY EMPLOYMENT (NONFARM)						
	2001	2005	2010	2015	2020	2022
Total Nonfarm	19,000	19,250	19,350	18,100	17,050	17,425
Total Private	6,350	6,975	7,500	7,425	7,150	7,125
Goods Producing	750	800	950	500	650	925
Service Providing	18,250	18,450	18,400	17,600	16,400	16,500
Private Service Providing	5,600	6,175	6,550	6,925	6,500	6,200
Trade, Transportation, Utilities	1,650	1,950	1,850	1,925	1,875	1,775
Other Private Service-Providing	3,950	4,225	4,700	5,000	4,625	4,425
Government	12,650	12,275	11,850	10,675	9,900	10,300
Federal Government	2,850	3,175	3,150	2,550	2,625	3,125
State and Local Government	9,800	9,100	8,700	8,125	7,275	7,175

Source: Arizona Office of Economic Opportunity

EMPLOYMENT AND UNEMPLOYMENT STATISTICS							
	1990	2000	2005	2010	2015	2020	2022
<u>Eagar</u>							
Labor Force	1,784	1,721	1,780	1,993	1,596	1,494	1,472
Employment	1,724	1,674	1,726	1,926	1,520	1,436	1,433
Unemployment	60	47	54	67	76	58	39
Unemployment Rate	3.40%	2.70%	3.00%	3.40%	4.80%	3.90%	2.60%
<u>Springerville</u>							
Labor Force	893	815	844	956	1,153	763	752
Employment	841	786	810	886	1,134	733	731
Unemployment	52	29	34	70	19	30	21
Unemployment Rate	5.80%	3.60%	4.00%	7.30%	1.60%	3.90%	2.80%
<u>Apache County</u>							
Labor Force	17,804	18,391	19,189	22,745	20,371	19,045	18,351
Employment	15,906	16,739	17,267	19,203	17,786	16,983	16,945
Unemployment	1,898	1,652	1,922	3,542	2,585	2,062	1,406
Unemployment Rate	10.70%	9.00%	10.00%	15.60%	12.70%	10.80%	7.70%
<u>Arizona</u>							
Labor Force	1,792,274	2,544,844	2,907,204	3,067,605	3,212,709	3,507,739	3,640,559
Employment	1,702,393	244,397	2,774,501	2,762,374	3,027,448	3,276,236	3,494,698
Unemployment	89,881	100,871	132,703	305,231	185,261	231,503	145,861
Unemployment Rate	5.00%	4.00%	4.60%	10.00%	5.80%	6.60%	4.00%

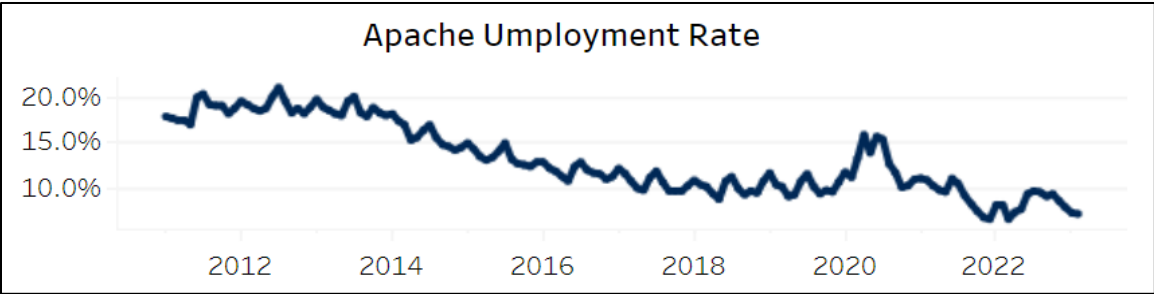
Source: Arizona Office of Economic Opportunity

Data reported by the Arizona Office of Economic Opportunity indicates that Apache County experienced an increase in unemployment from 2005 to 2010 by 5.6%. Furthermore, the unemployment rate in Springerville increased 3.3% and Eagar increased 0.4% during the same period.

The unemployment rate in Apache County decreased 2.9% from 2010 to 2015 and decreased another 1.9% from 2015 to 2020. The Town of Springerville decreased 5.7% from 2010 to 2015, then increased 2.3% from 2015 to 2020, while the Town of Eagar increased 1.4% from 2010 to 2015, then decreased 0.9% during the same time period.

The unemployment rate reported for Apache County in April 2019 was 8.9% then increased to a high of 15.7% in April 2020 during the Covid-19 pandemic. The unemployment rate in Eagar and Springerville has been relatively stable; however, the unemployment reported during the Covid-19 pandemic in Eagar increased to 5.7% in June 2020 then decreased to 2.2% in December 2021, while the unemployment rate in Springerville increased to 6.0% in April 2020 then decreased to 2.3% in December 2021.

The unemployment rates reported in December 2022 were 7.7% in Apache County, 2.8% in Springerville, and 2.6% in Eagar. The following graph depicts the historical unemployment rate from 2012 to 2023 in Apache County:



Governmental Considerations

Overview

An elected Board of Commissioners with the Offices of Assessor, Sheriff, and County Clerk govern Apache County. The Towns of Springerville and Eagar each feature a Council/Mayor type government with six elected council persons and an appointed Town Manager.

Local Jurisdictions

The Town of Springerville, Town of Eagar, and Apache County.

Land Use Controls

The towns and county have strict zoning ordinances and enforce their standards and requirements. Nonetheless, all are generally supportive of growth.

Conclusion and Relevance to the Subject Property

The White Mountains of Arizona, which includes the Towns of Springerville and Eagar along with the City of Show Low and Town of Pinetop/Lakeside, is one of the premier recreational areas in the state of Arizona. This area has always drawn on clientele from the larger Phoenix and Tucson metropolitan areas of Arizona. The attractions, particularly for desert dwellers, is cool summer weather at elevations between 6,000 and 7,200 feet, ample opportunities for fishing, hiking, camping, winter skiing and the largest Ponderosa-Pine Forest in the U.S.

Within the area the City of Show Low is the largest community and is the commercial hub for the larger White Mountains area within Navajo and Apache Counties of eastern Arizona. Many national retailers and chains are located in Show Low and the location of Show Low draws on the surrounding communities for trade, while Springerville/Eagar are considered to be on the eastern edge of the White Mountain Region.

The local economy in the surrounding communities of the White Mountains is impacted by forest fires in the area. These forest fires tend to have a negative effect on the economy during the fire season which typically starts in May and extends through July.

The Springerville/Eagar area and Apache County have experienced relatively slow, but steady economic growth over the last decade. Overall, the economic conditions in the Market Area have been relatively stable.

The Forest Service directly employs a large number of people in the area. Indirectly, the forest is responsible for numerous other jobs, either from Forest Service contracts or from the tourist trade created by the forest.

Employment opportunities are limited in the area and unemployment is a chronic problem. When unemployment levels increase, residents seek employment elsewhere.

Currently, the economy has been improving over the past several years, especially in the Phoenix Metropolitan area, which influences the Subject's surrounding communities, which are considered to be recreational areas. Home prices in the Phoenix Metropolitan area have increased and demand far exceeds supply, while foreclosures have dropped dramatically. The COVID pandemic has resulted in a migration to Arizona from California, Oregon, and Washington, which has resulted in an increased demand for residential properties. The White Mountain area lags the Phoenix and Tucson markets, but most communities are experiencing the same.

Overall, the long-term outlook for the area is for continued expansion over the next several decades, but at a much slower pace. The White Mountain area has been and will continue to be a desirable area for tourism for the Phoenix and Tucson Metropolitan areas.

SITE DESCRIPTION

The Subject Property consists of a 52,707 square foot (1.21 acres) parcel of land located along the west side of Main Street, just south of 6th Avenue in Eagar, Apache County, Arizona.

- Assessor's Parcel Number:** 104-10-005G
- Site Area:** 52,707 Square feet (1.21 acres)
- Shape:** Rectangular
- Lot Type:** Interior
- Topography:** The topography of the Site is level and at grade with surrounding properties.
- Soil Conditions:** No soil report was provided. The soil compaction appears to be adequate and typical of the area.
- Drainage:** Based on our inspection, the Site appears to be adequately designed to allow for proper drainage.
- Flood Zone:** Flood Zone "X" per FEMA FIRM 04001C4681E, September 28, 2007
- Flood Area Classification:** Zone X (unshaded) are areas of minimal flood hazard, which are areas outside the special flood hazard area and higher than the elevation of the 0.2% annual chance floodplain. No base flood elevations or base flood depths are shown within these zones.
- Zoning Classifications:** C-1 (Central Business District), Town of Eagar
- Zoning Description:** The purpose of this zoning district is to provide for general commercial uses within the community.
- Private Restrictions:** Based on our research, no restrictions other than zoning were identified. We assume that any restrictions are fully disclosed in the public records available to the Appraisers. We assume that any unidentified restrictions do not conflict with the Highest and Best Use of the Subject Property.

Observed or Apparent Encroachments:

No encroachments were observed during our inspection or identified in public records.

Apparent Easements:

No atypical easements were identified in public records or during our inspection. We assume that any undisclosed easements as may exist are typical for such properties, and do not conflict with either the current or Highest and Best Use of the Subject Property.

Site Accessibility:

The Subject Property is considered to have good access from Main Street.

Frontage:

Approximately 200 feet along the west side of Main Street.

Ingress and Egress:

Single curb cut along the west side of Main Street

Traffic Flow:

Not available

Street Improvements:

White Mountain Blvd.

- Traffic Lanes: Four
- Surface: Asphalt paved
- Median: Center turn lane
- Sidewalks: Yes
- Curbs: Yes
- Streetlights: Yes

Adjacent Land Uses:

- North: Commercial retail (Dollar General)
- South: Commercial use (Safelite Auto Glass)
- East: Vacant land and coffee shop, across Main Street
- West: Vacant land followed by a single-family residence

Utilities:

- Electric: Navopache Electric Cooperative
- Gas: Propane (private)
- Water: Town of Eagar
- Sanitary Sewer: Town of Eagar
- Telephone: Frontier Communications
- Cable: Sparklight

Site Compatibility: The Subject Site is generally compatible with land use patterns within the immediate area.

Apparent Adverse Factors: None identified

Unapparent Adverse Factors: We again refer the reader to the Underlying Assumptions and Contingent Conditions. We repeat that we are not qualified to determine the presence of hazardous substances as they affect the Site.

This would include, but not be limited to, toxic chemicals, radon gas, methane, etc. Unless otherwise stated, the Site is assumed to be unaffected by these substances.

WQARF Site: Based on information available to the Appraisers from the Arizona Department of Environmental Quality, the Subject Property is not located within a WQARF or superfund site.

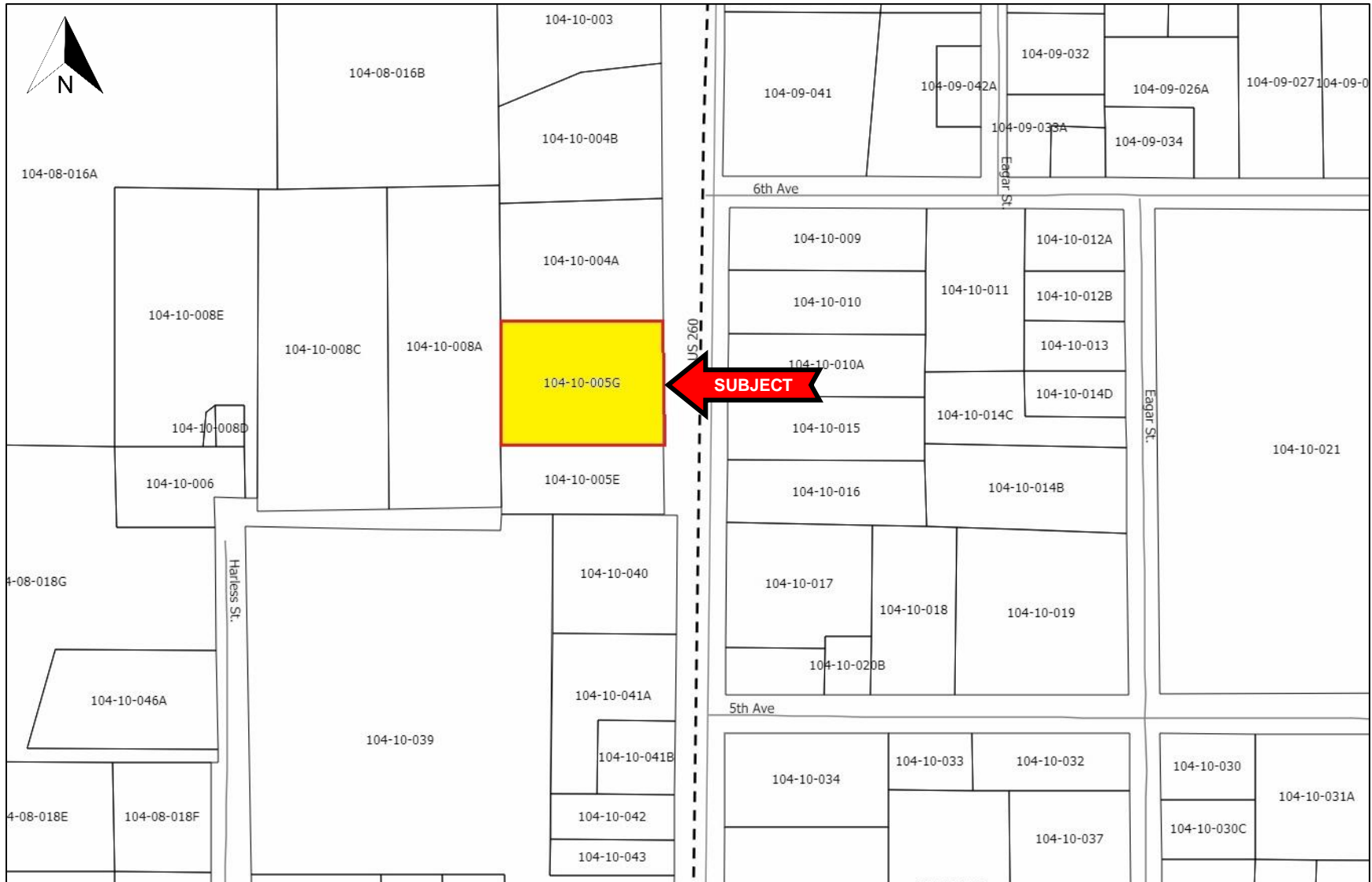
Hazardous Materials: None observed during our inspection.

Functional Adequacy and Utility: The functional adequacy and utility of the Subject's Site is good for commercial use.

Overall Utility: Good for a commercial use.

Comments: The Subject Property is located along Main Street, which is a main arterial and commercial corridor through the Town of Eagar and the adjacent Town of Springerville.

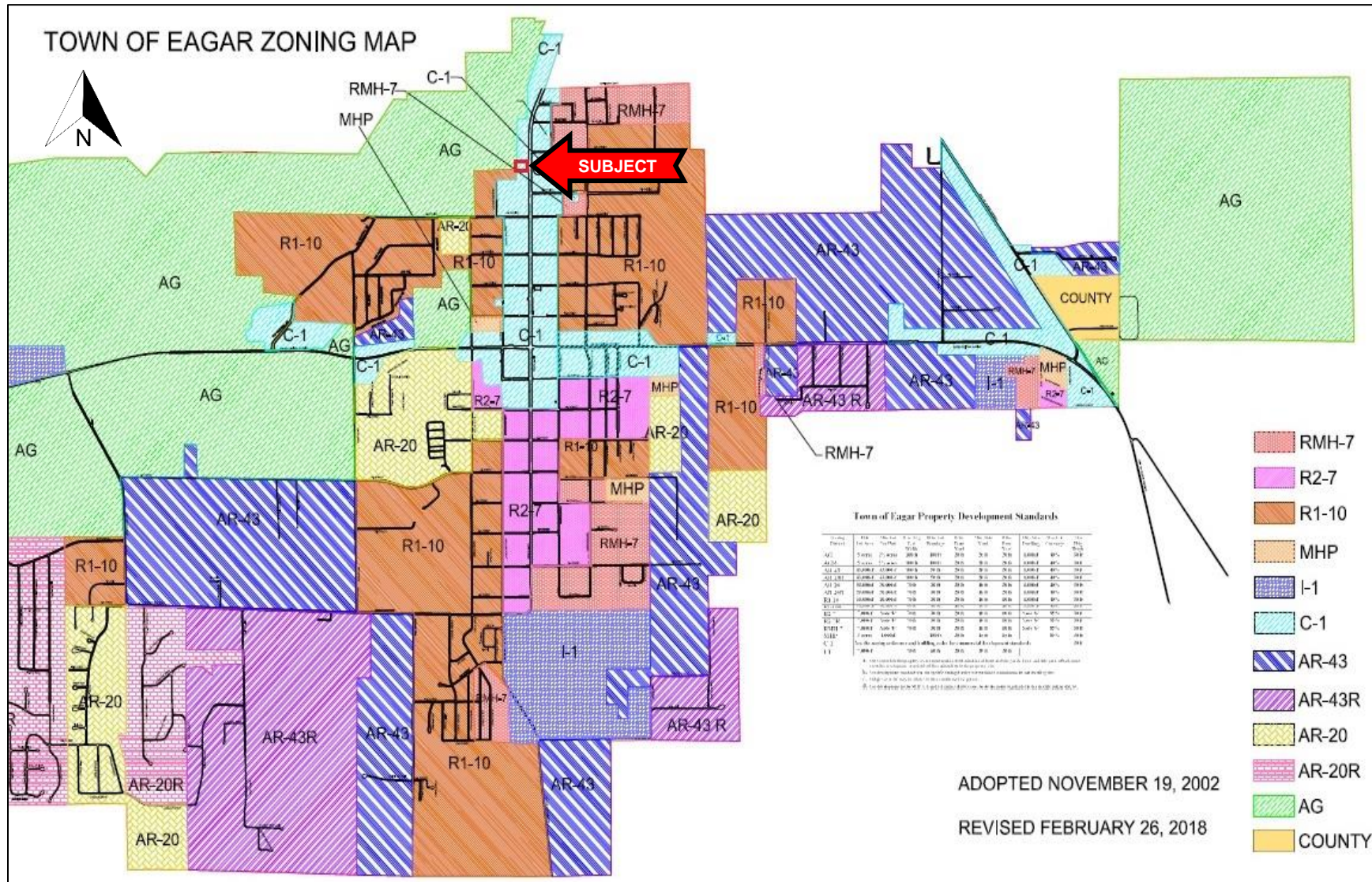
PLAT MAP



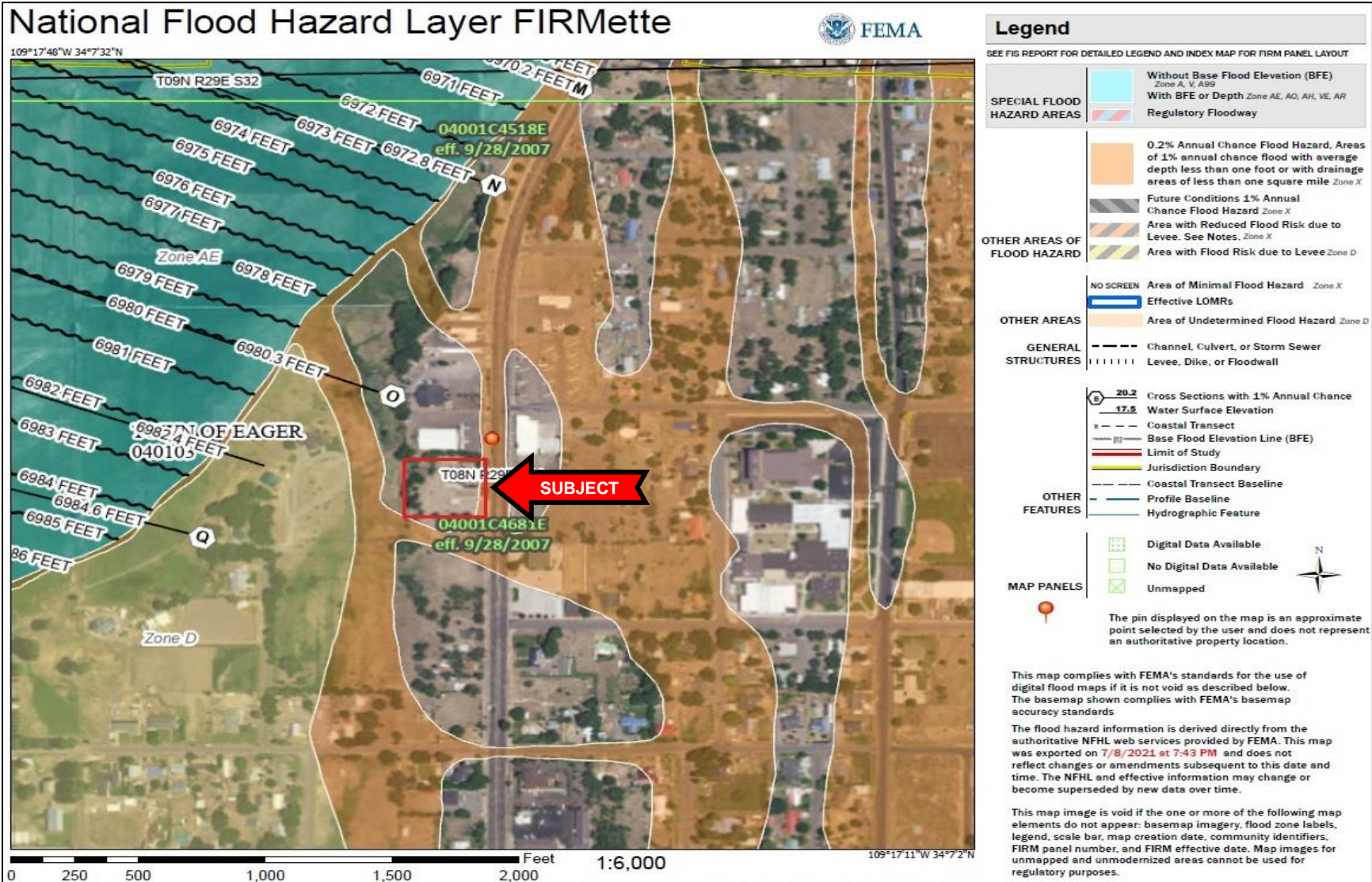
AERIAL MAP



ZONING MAP



FLOOD MAP



IMPROVEMENT DESCRIPTION

Overview of the Improvements:

The Subject Site is currently improved with three buildings that were previously used for a small satellite college campus. The improvements consists of an older, single-family residence that has been converted/renovated for administrative offices/classrooms and two modular buildings used as classrooms.

Building Area:

Building A:	2,830 Square feet
Building B (Modular):	1,904 Square feet
Building C (Modular):	<u>1,500 Square feet</u>
Total:	6,234 Square feet

Land-to-Building Ratio: 8.45:1 (52,707/6,234)

Site Coverage: 13.2% (6,234/52,707)

Current Occupancy: 0%

Building A

Building Type: Single-level, office building (old, single-family residence)

Foundations and Floors: Concrete stem wall with concrete footings and a four-inch concrete slab over four-inch ABC fill (assumed)

Exterior Walls: Painted slump block walls

Roof System: Pre-engineered wood trusses, with plywood sheathing and rubber asphalt along with gutters and down spouts.

Ceiling: Ceilings are flat with textured and painted gypsum board.

Ceiling Height: Approximately eight-foot ceilings.

Fire Protection: The building is not equipped with a wet fire sprinkler system.

Heating, Cooling, Air-Conditioning:

There are two air conditioning and heating units situated on the ground. There is also a wood burning stove built into the wall with brick wall facing and a brick hearth that is used for heating.

Lighting:

Lighting consists of attached four-foot fluorescent light tube fixtures.

Interior Finish:

Interior demising walls are wood framed with textured and painted drywall.

Restrooms:

Two restrooms with each having a porcelain toilet and wall mounted sink.

Floors:

Flooring consists of commercial grade carpet in the offices, classrooms and walkways, while the restrooms have ceramic tile.

Electrical:

Electrical appears to be adequate for the building use.

Plumbing:

Appears to be adequate for the building use.

Insulation:

Insulation was not visible during our inspection and is assumed adequate.

Windows:

Sliding, dual-pane windows in aluminum frames

Doors:

Entry door to the building is a store front glass door in an aluminum frame. Interior doors are hollow wood doors in wood frames and exterior exit doors are metal doors in metal frames.

Condition and Quality:

According to information obtained from public records, the building was originally constructed from slump block in 1967 as a single-family residence; however, it has been renovated to allow for use as an office building. The improvements are of average quality and the condition of the improvements is fair for their age.

Utility:

The improvements are constructed as a single-story building. The design and layout of the building consists of seven offices/classrooms, a reception area

and two restrooms. The utility of the Property is considered to be typical for a commercial office use.

**Non-apparent
Adverse Conditions:**

We again refer the reader to the Underlying Assumptions and Contingent Conditions. We are not qualified to determine the presence of hazardous conditions within the structure(s) described. This would include, but would not be limited to, urea formaldehyde, asbestos, toxic chemicals of all kinds, dangerous electromagnetic fields, etc. Unless otherwise stated, the structure is assumed unaffected.

Building Age:

Based on Marshall Valuation Service and observed market transactions, improvements similar to the Subject improvements typically have an economic life of 50 years. The improvements were constructed as a single-story, single-family residence from slump block. The improvements were constructed in 1967 and has been renovated for use as an office/classroom building. Based on our observations, the building is in fair condition; therefore, the remaining economic life is estimated to be 0-5 years.

Estimated Effective Age: 45-50 Years

**Estimated Total
Economic Life:** 50 Years

Remaining Economic Life: 0-5 Years

Buildings B and C

Building Type:	Single level, prefabricated modular buildings
Foundations and Floors:	Concrete stem wall with concrete footings
Exterior Walls:	Building B has wood framed walls with panelized wood siding, while Building C has wood framed walls with spayed stucco.
Roof System:	Pre-engineered wood trusses, with plywood sheathing. Building B has a newer metal roof, while Building C has asphalt shingles. Both buildings have gutters and down spouts.
Ceiling:	Ceilings are acoustical tile panels in both buildings.
Ceiling Height:	Approximately eight-foot ceilings in both buildings
Fire Protection:	The building is not equipped with a wet fire sprinkler system.
Heating, Cooling, Air-Conditioning:	The buildings are each heated and cooled via HVAC units attached to the wall on each end of the building.
Lighting:	Lighting consists of attached four-foot fluorescent light tube fixtures in both buildings
Interior Finish:	Interior demising walls for both buildings are wood framed covered with wood panels.
Restrooms:	Building B has a single restroom with a porcelain toilet and plastic washtub, while Building C does not have a restroom.
Floors:	Building B has commercial grade carpet in the offices and classrooms along with vinyl tile flooring in the restroom, while Building C consists of only, vinyl tile flooring.
Electrical:	Electrical appears to be adequate for both buildings.
Plumbing:	Appears to be adequate for both buildings.

Insulation: Insulation was not visible during our inspection and is assumed adequate for both buildings

Windows: Sliding, single-pane glass windows in aluminum frames in both buildings

Doors: Entry doors to both Buildings B and C are store front glass doors in aluminum frames. Interior doors are hollow wood doors in wood frames and exterior exit doors are metal doors in metal frames.

Condition and Quality: According to information obtained from public records, Building B was constructed in 2000, while Building C was constructed in 2003. The improvements are prefabricated modular buildings of average quality and in fair condition for their age.

Utility: The improvements are constructed as a single-story prefabricated modular building. The design and layout of the Building B, consist of two classrooms, two typical offices, three small work rooms, a restroom, and a storage room. Building C, consists of a small entry, two large classrooms and a storage room. The utility of the Property is considered to be typical for a commercial office use.

Non-apparent Adverse Conditions: We again refer the reader to the Underlying Assumptions and Contingent Conditions. We are not qualified to determine the presence of hazardous conditions within the structure(s) described. This would include, but would not be limited to, urea formaldehyde, asbestos, toxic chemicals of all kinds, dangerous electromagnetic fields, etc. Unless otherwise stated, the structure is assumed unaffected.

Building Age: Based on Marshall Valuation Service and observed market transactions, improvements similar to the Subject improvements typically have an economic life of 30 years. The improvements were constructed as prefabricated modular buildings in 2000 and 2003; furthermore, the buildings were used as offices and classrooms. Based on our observations, the buildings are in average condition; therefore, the remaining economic life is estimated to be 0-5 years.

Estimated Effective Age: 25-30 Years

Estimated Total Economic Life: 30 Years

Remaining Economic Life: 0-5 Years

Site Improvements

Layout/Configuration: The Subject Property consists of three buildings situated on the northeast portion of the Site with a gravel driveway and parking areas along the south and western portions of the Site; furthermore, there is grass landscaping between Building A and Main Street. Building A is located in the northeast corner of the Site with Building B situated directly west; furthermore, Buildings A and B are connected by a covered patio/walkway. Building C is situated directly south of Building A. There are concrete sidewalks between the buildings.

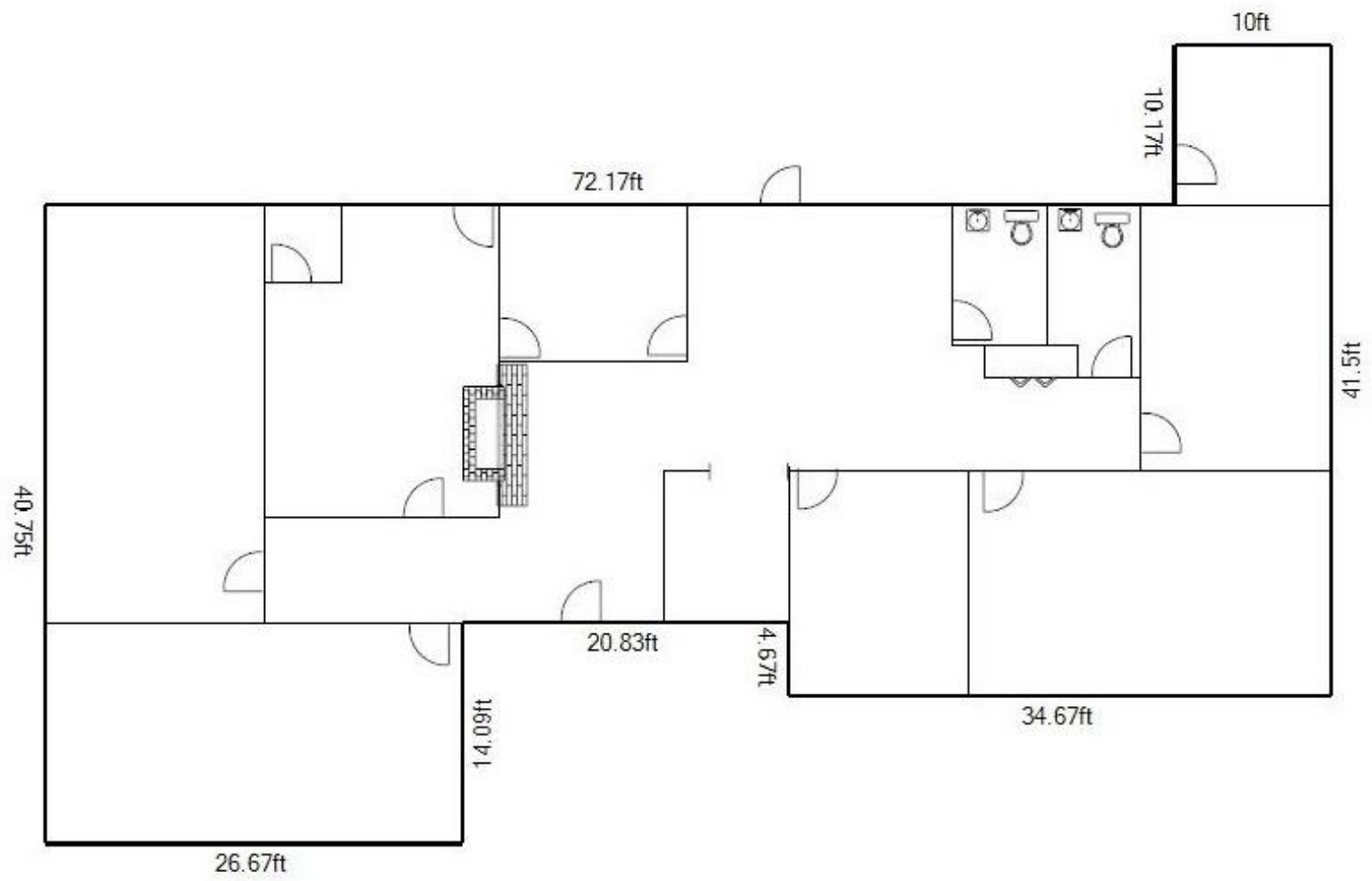
Parking: The Subject Property has a gravel driveway and parking areas along the south side of Building C and west of Buildings A and C.

Signage: There is a monument sign located along Main Street.

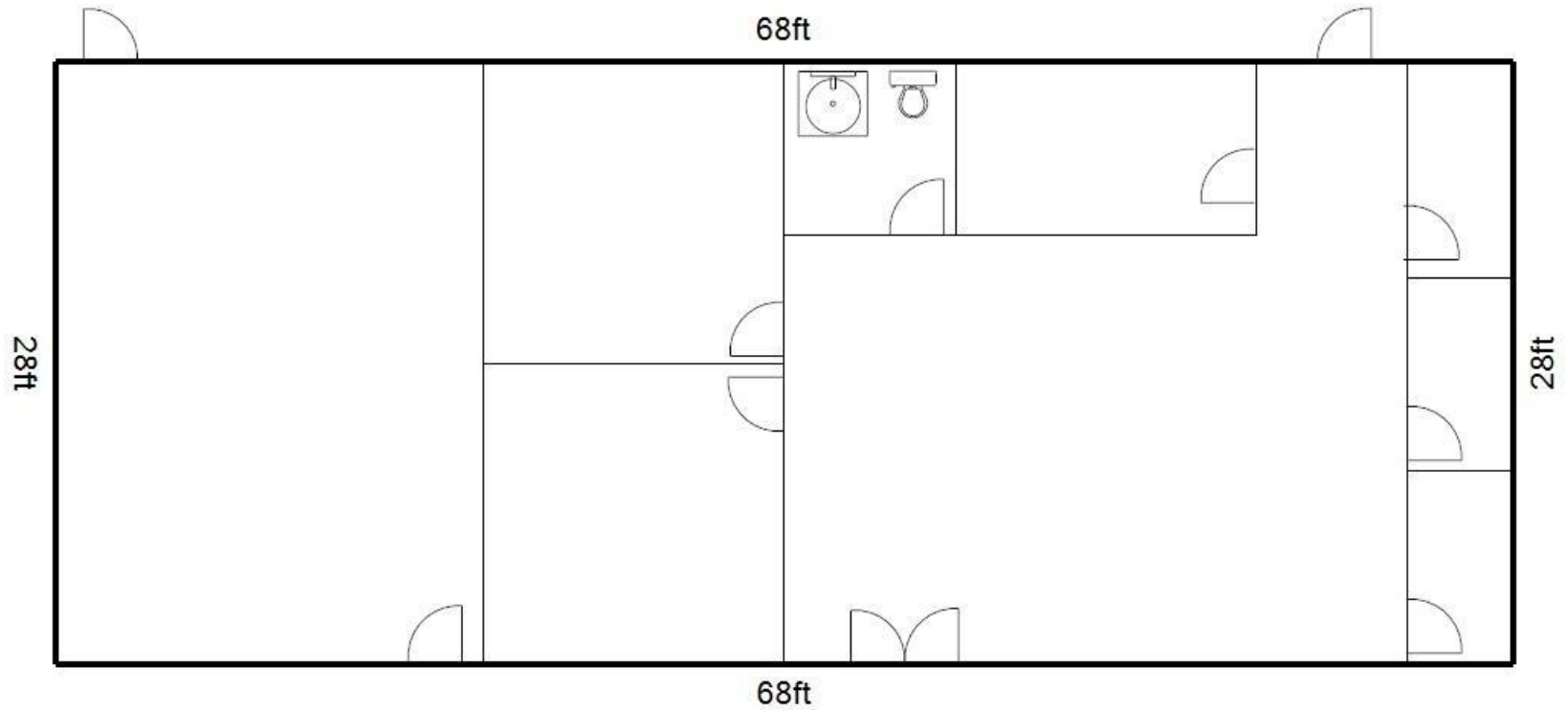
Personal Property: No items of personal property are included within the scope of this report.

Comments: The Subject Property represents a commercial property consisting of three buildings totaling 6,234 square feet. The improvements are currently vacant and had previously been utilized as a small satellite camps for a college. The Property has frontage along Main Street, which is a main arterial and commercial corridor through the community.

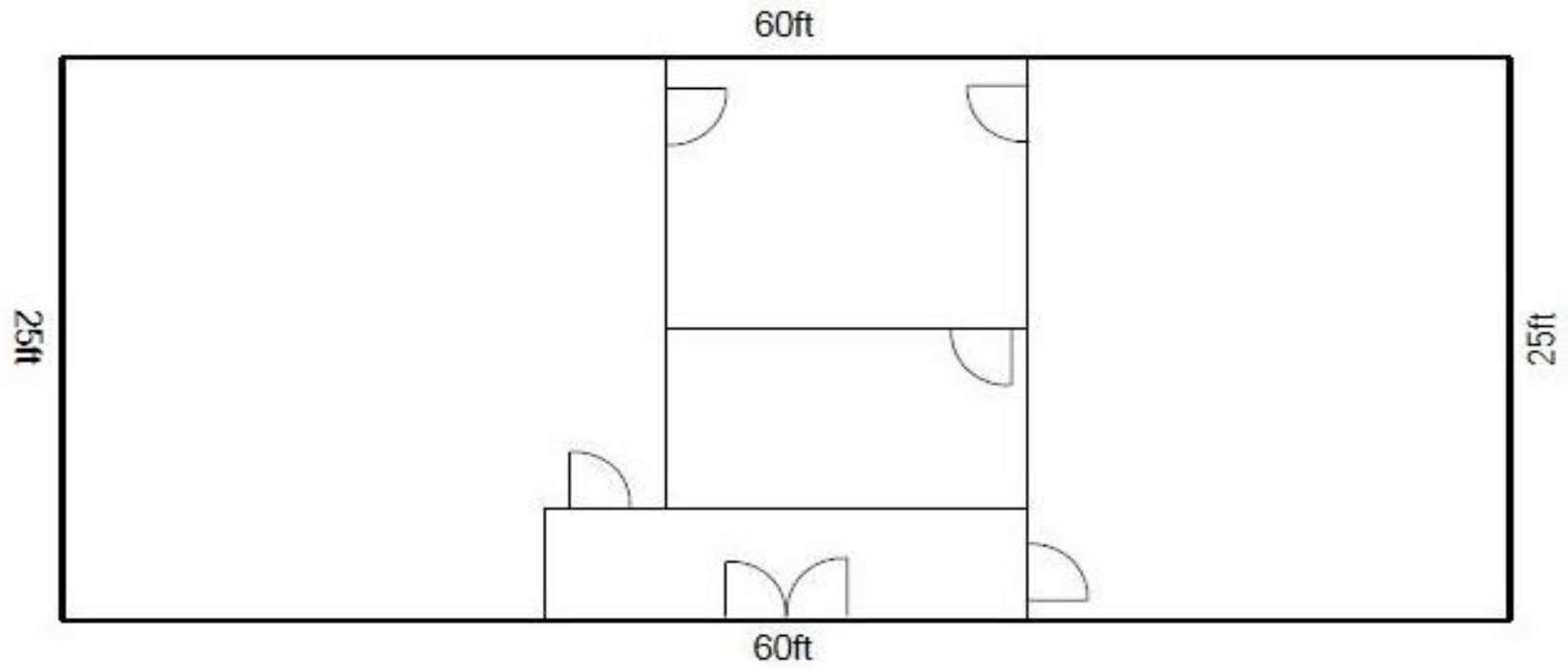
BUILDING SKETCH (BUILDING A)



BUILDING SKETCH (BUILDING B)



BUILDING SKETCH (BUILDING C)



TAX AND ASSESSMENT DATA AND ANALYSIS

The Subject Property is identified as Apache County Assessor’s Parcel Number 104-10-005G. The full cash values and taxes for the Subject are summarized in the following table:

Full Cash Value and Real Estate Taxes				
	2022	2023	2024	2025
104-10-005G				
Land Full Cash Value	\$27,225	\$27,225	\$35,090	\$41,987
Improved Full Cash Value	\$164,316	\$208,057	\$268,777	\$314,619
Total Full Cash Value	\$191,541	\$235,282	\$303,867	\$356,606
Total Limited Cash Value	\$10,991	\$200,541	\$210,568	\$221,096
Taxes	N/A	N/A	N/A	N/A

Back Taxes and Penalties:

According to the Apache County Treasurer, there are no delinquent taxes owed on the Subject Property.

Special Assessments:

None identified other than those reported in the annual Apache County tax bill.

Comments:

The Subject Property is currently owned by the Town of Eagar and Town of Springerville; therefore, the Property is exempt from taxes.

HIGHEST AND BEST USE ANALYSIS

According to the Appraisal Institute, Highest and Best Use is defined as “The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”⁴

Based on the data presented in the preceding sections, we have analyzed the Highest and Best Use of the Subject Property “As Vacant.” The following section presents this analysis.

As If Vacant

Legally Permissible Uses

Legal considerations for the use of a vacant site include zoning, building codes, private restrictions such as deed restrictions, and the probability of zoning changes.

Zoning: As previously discussed in the Site Description section of this Report, the Subject Site is zoned C-1 (Central Business District), Town of Eagar. The Central Business District (C-1) District is intended to provide for general commercial uses within the community.

For a full description of the C-1 zoning classifications, please refer to the exhibit included in the Addenda of this Report.

Building Codes: The building codes in the Town of Eagar and the State of Arizona will permit all the uses allowed in the C-1 zoning classifications; therefore, the building codes place no additional limitations on the potential uses of the Subject Site as if vacant, other than to ensure that the construction of the improvements is adequate for the intended use.

Private Restrictions: In our research of the Subject Site, there was no indication of private restrictions on the use of the Subject Site; therefore, no known private restrictions limit the potential uses of the Subject Site.

Probability of Zoning Changes: The Subject Property is located within the town limits of Eagar; furthermore, the Property has frontage along Main Street, which is a four-lane, asphalt paved roadway and commercial corridor through the community. The surrounding area consists of commercial uses. Overall, the Subject Property is generally compatible with the surrounding uses. A zoning change is unlikely.

⁴ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th Edition (Chicago, Illinois, 2022), page 89

Physically Possible Uses

The legally permissible uses of the Subject Site include a variety of uses. The physical characteristics of the Site also place limitations on the potential uses.

The Subject Site consists of a 52,707 square foot (1.21 acres) parcel of commercially zoned land located along the west side of Main Street, just south of 6th Avenue. The Site is located along a commercial corridor and is considered a good commercial location. The Site is rectangular in shape and generally level in topography. All necessary utilities for development are extended to the Site. As previously mentioned, the Site has frontage and visibility along Main Street, which is a four-lane, asphalt-paved roadway and a commercial corridor through the community.

Given these physical characteristics, the Subject Site is physically suitable for many of the legally permissible uses that can be accommodated on the Site. Furthermore, given the location and surrounding development within the area, the most likely physically possible use of the Site, As If Vacant, is for development of a commercial use.

Financially Feasible Uses

The next step in determining the Highest and Best Use of the Subject Site is an analysis of the financially feasible uses of the Site. There has been minimal demand for development within the small communities of Springerville and Eager within the past few years, where the economy has been slowly improving since the recession.

Employment trends support workers for the nearby power plants, government workers, along with supportive services and tourism for the community. Based on our research and discussions with developers and brokers within the market, absorption of space is slow within the market and rental rates have not increased enough to justify new spec-development.

Considering these market conditions, the most likely financially feasible use of the Subject Property would be for development of a commercial use as demand dictates. Therefore, it is our opinion that the most likely, financially feasible use of the Subject Site is to hold as vacant land for the eventual development of a commercial use as demand dictates.

Maximally Productive and Highest and Best Use

The most profitable, legally permissible, physically possible and financially feasible use of a Site is the Highest and Best Use of the Site. Therefore, the maximally productive and Highest and Best Use of the Subject Site is to hold as vacant land for the eventual development of a commercial use as demand dictates.

As Improved

Legally Permissible Uses

As stated previously, the Subject Property is improved with a 4,740 square foot retail/warehouse and 5,200 square foot metal workshop. The retail building was constructed in 1984 from masonry block, while the workshop building was constructed in 1981 and 1993 from steel frame and metal siding. It should be noted that the improvements were built per the building codes of the Town of Pinetop-Lakeside; therefore, they are legally permissible.

Physically Possible Uses

The Subject's improvements consist of a 2,830 square foot office building, a 1,904 square foot prefabricated modular building and a 1,500 square foot prefabricated modular building situated on a 52,707 square foot (1.21 acres) parcel of commercially zoned land. The Subject Property has frontage along Main Street, which is a four-lane, asphalt paved roadway and commercial corridor through the community.

The improvements were constructed in 1967, 2000 and 2003, and are in fair condition. The buildings are situated on the northeast portion of the site with a gravel driveway and parking areas along the south and west sides of the buildings. Currently, the Property is vacant; however, it was previously leased to Northland Pioneer College, which utilized the property as a small satellite campus. The Property is most suited for an office use. Therefore, based on these factors, it is our opinion that the improvements continued use as an commercial property is physically possible.

Financially Feasible Uses

The most critical consideration in developing an opinion of Highest and Best Use of a property As Improved is whether the underlying land value exceeds value "As Improved." If such a scenario reflects the market as of the Effective Date of the Appraisal, then it is reasonable and logical to conclude the existing improvements no longer "contribute value" and in theory, it may be financially feasible and maximally productive to demolish/remove the improvements in favor of an alternative, more profitable use.

Conversely, however, if the existing improvements "contribute value" – i.e., aggregate value exceeds land value (inclusive of costs of demolition/removal), it is logical to conclude Highest and Best Use as a continuance of its current use. The contributory value of the existing improvements is best estimated/measured by comparing the value of similar land with the value of the Property as improved. While an extensive search and conclusion of land value was not included in this assignment, a brief review/comparison supports the notion that, although the Subject improvements are not financially feasible or maximally productive to reproduce/replace at present, the as

improved value is significantly greater than the value of the underlying land (as though vacant).

Over the last few years there has been little demand for commercial uses in the area. The Subject Property is currently vacant; however, the Property was previously leased and occupied by a tenant (Northland Pioneer College), which utilized the Property as a small satellite campus. Based on the design and layout of the Subject Property, the most likely use would be for a commercial office use.

Typically, the existing use of a property is expected to continue until or unless the value of the land (As If Vacant), less the cost of demolishing the existing improvements, exceeds the total value of the property at its current use. In the case of the Subject Property, the existing improvements are in fair condition and contribute some value to the Property in its current condition. Therefore, it is our opinion that the financially feasible use of the Subject Property is for continued use as a commercial property.

Maximally Productive and Highest and Best Use

The improvements are in fair condition; however, the Property is currently vacant. The Subject was previously leased to a single tenant, which utilized the Property as a small satellite campus with offices and classrooms. The space can continue to be used for office space but there is very little, if any demand for such. As concluded in this Report, the value, As Improved, is greater than the value As-If Vacant. Therefore, it is our opinion that the maximally productive and Highest and Best Use of the Subject Property, As Improved, is for use as a commercial property.

VALUATION PROCESS

Typically, real estate can be valued by applying three approaches, i.e., the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Each of these approaches are defined and discussed as follows:

Cost Approach

The Cost Approach is defined as “a set of procedures through which a value indication is derived for the fee simple estate by estimating the cost new as of the effective date of the appraisal to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. The contributory value of any site improvements that have not already been considered in the total cost can be added on a depreciated-cost basis. Adjustments may then be made to the indicated value of the fee simple estate in the Subject Property to reflect the value of the property interest being appraised.”⁵

This approach in appraisal analysis is based on the proposition that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the Subject Property. It is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site, and for which there exist no comparable properties on the market. This is sometimes referred to as Value in Use or the value of a particular property for a specific use, i.e., Special Purpose Value.

Sales Comparison Approach

The process of deriving a value indication for the Subject Property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The Sales Comparison Approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.⁶

Traditionally, this is an appraisal procedure in which the Fair Market Value opinion is predicated upon prices paid in actual market transactions and prices asked in current listings. It is a process of analyzing sales of similar recently sold properties in order to derive an indication of the most probable sales price of the property being appraised. The reliability of this technique is dependent upon (a) the availability of comparable sales data; (b) the verification of the sales data; (c) the degree of comparability or extent

⁵ Appraisal Institute, *The Dictionary of Real Estate Appraisal, 7th Edition*. (Chicago: Appraisal Institute, 2022), page 43

⁶ Appraisal Institute, *The Dictionary of Real Estate Appraisal, 7th Edition* (Chicago: Appraisal Institute, 2022), page 170

of adjustment necessary for time differences; and (d) the absence of non-typical conditions affecting the sales price. It is sometimes referred to as Value in Exchange or the Value, in terms of money, of real estate in a typical market.

Income Capitalization Approach

The Income Capitalization Approach is defined as “specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.”⁷

Discounted Cash Flow Analysis is defined as “the procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing and duration of the income streams and the quantity and timing of the reversion and discounts each to its present value at a specified yield rate.”⁸

In the **Reconciliation and Final Market Value Opinion** section of the Report, the three approaches are evaluated as to their pertinence and reliability to the Appraisal Problem. The following analysis demonstrates the application of the appropriate approaches to value for the Subject Property. In our analysis, all three approaches to value were considered; however, only the Cost and Sales Comparison Approaches to value are utilized.

⁷ Appraisal Institute, *The Dictionary of Real Estate Appraisal, 7th Edition* (Chicago: Appraisal Institute, 2022), page 94

⁸ Appraisal Institute, *The Dictionary of Real Estate Appraisal, 7th Edition*. (Chicago: Appraisal Institute, 2022), page 54

COST APPROACH

Introduction

The Cost Approach is a set of procedures through which a value indication is derived for the fee simple estate by estimating the cost new as of the effective date of the appraisal to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. The contributory value of any site improvements that have not already been considered in the total cost can be added on a depreciated-cost basis. Adjustments may then be made to the indicated value of the fee simple estate in the Subject Property to reflect the value of the property rights being appraised.⁹

This is a valuation principle that states a prudent purchaser would pay no more for real property than the cost of acquiring an equally desirable substitute on the open market. The Principle of Substitution presumes that the purchaser will consider the alternatives available to him, that he will act rationally or prudently on the basis of his information about these alternatives, and that time is not a significant factor. Substitution may assume the form of the purchase of an existing property with the same utility, or the acquiring of a vacant lot and the building of a structure upon that lot having the same general utility as the property being appraised.

The Cost Approach consists of the following steps.

1. Estimate the value of the land as though vacant and available to be developed to its highest and best use.
2. Determine which cost basis is most applicable to the assignment: reproduction cost or replacement cost.
3. Estimate the direct (hard) costs of the improvements as of the effective appraisal date.
4. Add estimated direct costs, to arrive at the total cost of the improvements.
5. Estimate the amount of depreciation in the structure and, if necessary, allocate it among the three major categories:
 - ◆ Physical deterioration
 - ◆ Functional obsolescence
 - ◆ External obsolescence
6. Deduct estimated depreciation from the total cost of the improvements to derive an estimate of their depreciated cost.

⁹ Appraisal Institute, *The Dictionary of Real Estate Appraisal, 7th Edition* (Chicago: Appraisal Institute, 2022), page 43

7. Estimate the contributory value of any site improvements that have not already been considered. (Site improvements are often appraised at their contributory value-ie., directly on a depreciated-cost basis-but may be included in the overall cost calculated in Step 2.)
8. Add land value to the total depreciated cost of all the improvements to arrive at the indicated value of the property.
9. Adjust the indicated value of the property for any personal property (e.g., furniture, fixtures, and equipment) or any intangible asset value that may be included in the cost estimate. If necessary, this value, which reflects the value of the fee simple interest, may be adjusted for the property interest being appraised to arrive at the indicated value of the specified interest in the property.

Site Valuation

The first step in the Cost Approach to Value is to estimate the value of the underlying land. To estimate the value of the Subject Site, we have used the sales comparison approach, which provides an indication of value for the Subject by direct comparison with similar vacant land sites that have been purchased or which are offered for sale. It is based upon the principle of substitution, by recognizing the availability of substitute properties in the market. Comparables are selected, identified, and adjusted for factors that affect the value. They are analyzed, using various units of comparison.

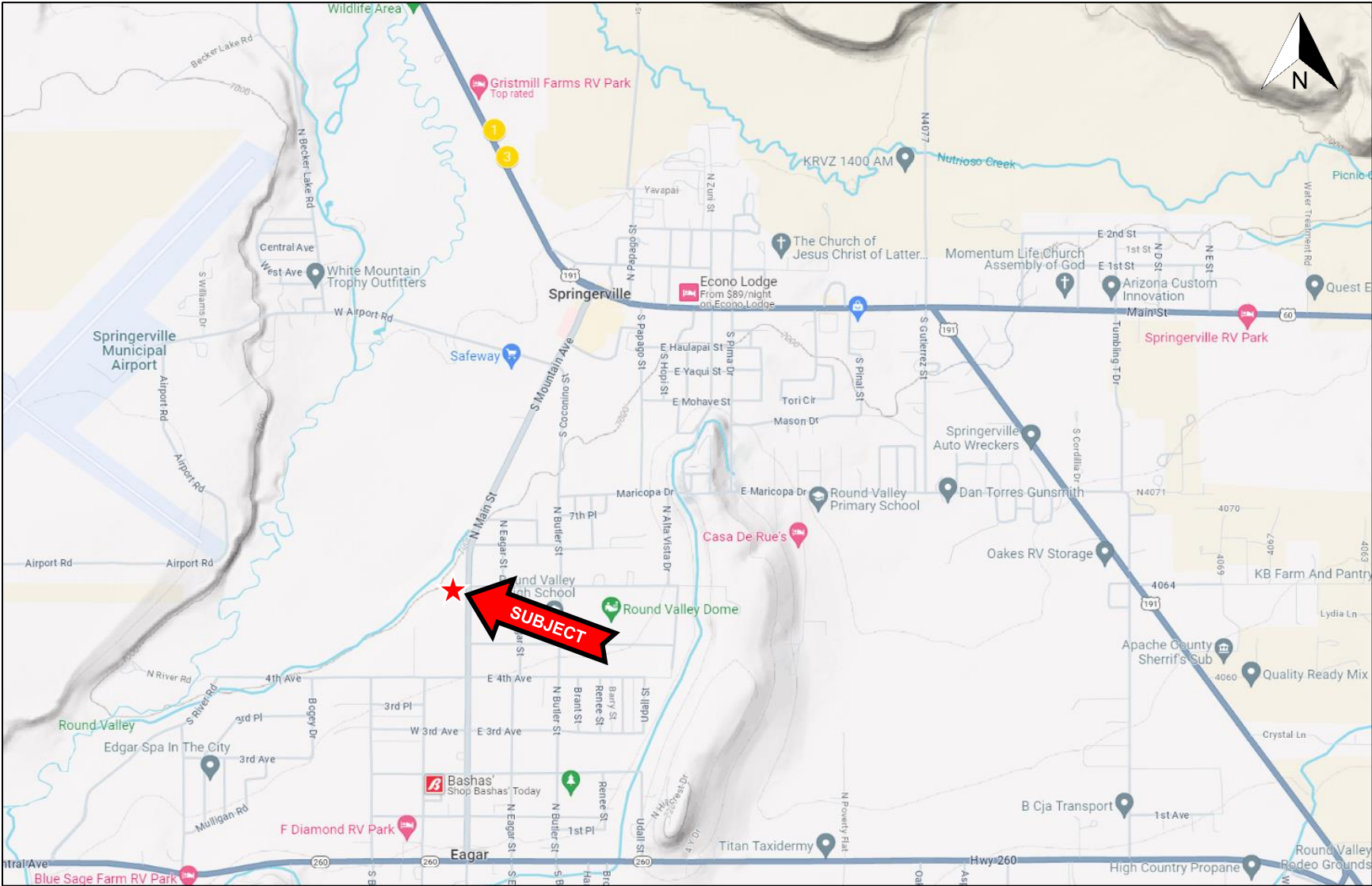
The units of comparison from the comparables are applied to the corresponding subject units to arrive at an estimate of value. The specific unit of comparison used in this instance is the overall price.

In this valuation analysis, the adjustment categories for which quantifiable adjustments could reasonably be made will be analyzed first. The analysis of quantifiable adjustments will then be followed by a relative comparison analysis of the remaining elements of comparison.

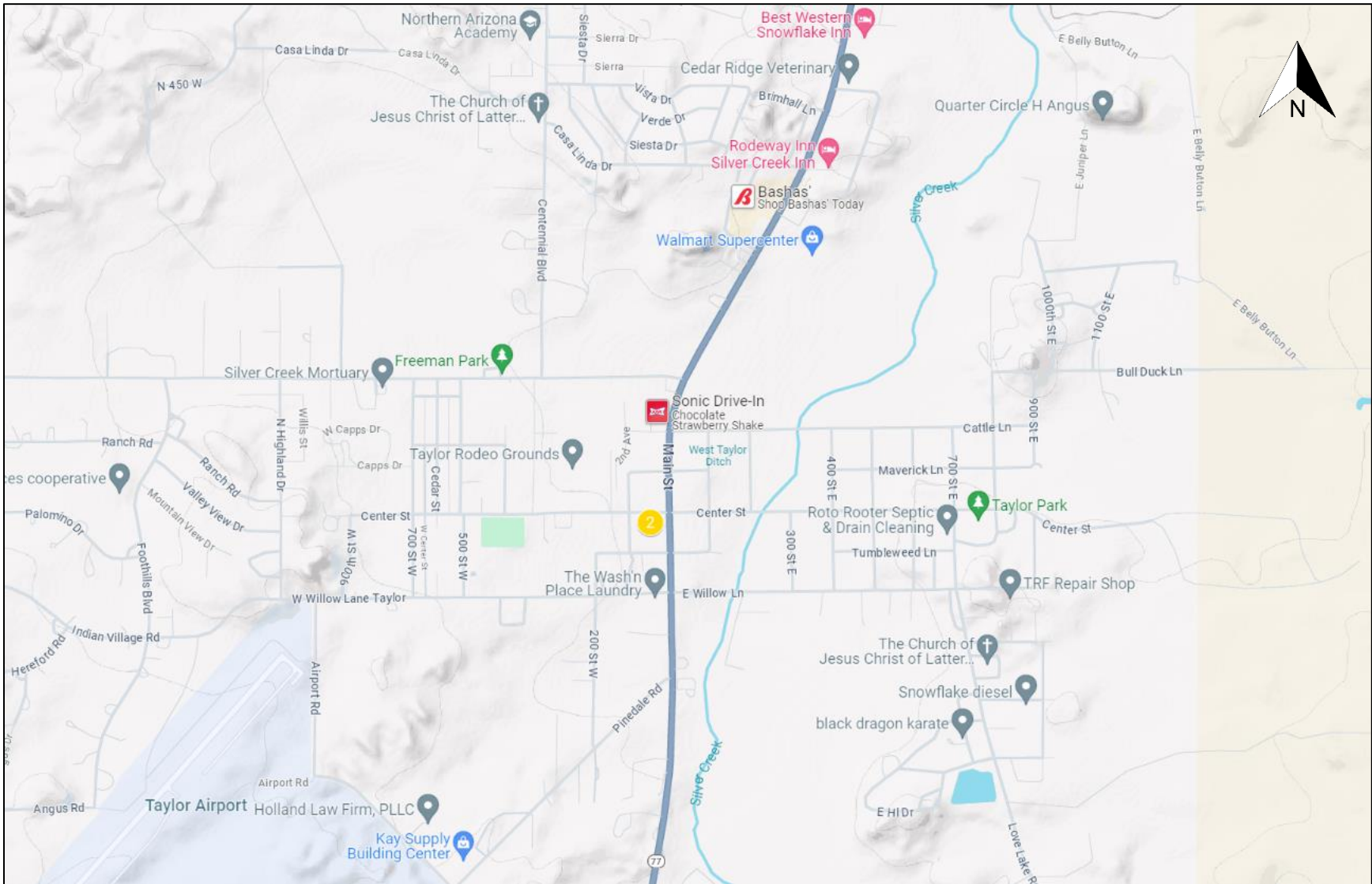
Overview of the Search for Comparable Sales Information

In order to provide an opinion of the Market Value of the Subject "As If Vacant", we have analyzed recent sales of similar vacant parcels. We concentrated on obtaining sales of similar properties in the Subject's immediate area and then expanded our search to other similar areas. Presented on the following pages are a map showing the location of each sale with respect to the Subject Property and comparable datasheets for each comparable. Following the comparable data sheets is a discussion of the adjustment criteria for comparison of the comparables to the Subject.

LAND COMPARABLE SALES MAP



LAND COMPARABLE SALES MAP



LAND COMPARABLE ONE



Identification

Type: Vacant Commercial Land
 Location: Along the north side of Main Street (U.S. 60), approximately 0.50 mile west of South Mountain Avenue, Springerville, Apache County, Arizona
 Tax Parcel Number: 105-18-001A

Sale Data

Sale Price: \$80,000
 Terms: Seller carry
 Unit Price: \$2.74 Per square foot
 Date of Sale: October 2023
 Date of Recordation: November 20, 2023
 Grantor/Seller: The Ronald E. Walker Sr. Trust and Daniel and Wendy Chavez Trust
 Grantee/Buyer: Jaeson Redgrave and Lanae Redgrave
 Instrument Type: Warranty Deed
 Instrument Number: 2023-007519
 Conditions of Sale: Typical
 Marketing Period: 242 Days per MLS
 Property Rights: Fee Simple Estate
 History: No other prior sales reported within last three years
 Confirmation: Broker, MLS, and public records

Site Data

Shape: Nearly rectangular
Area: 29,185 Square feet (0.67 acre)
Lot Type: Interior
Topography: Generally, level
Zoning/Restrictions: C-1 (General Commercial), Town of Springerville
Flood Zone: Zone D
Frontage: Approximately 138 feet along the north side of Main Street (U.S. 60)
Access: Access is provided along Main Street (U.S. 60).
Traffic Volume: 3,438 Vehicles per day along Main Street (U.S. 60) per ADOT 2022
Utilities: Electricity, water, sewer, and telephone extended to the site.
Off-Site Improvements: None
Current Use: Vacant commercial land

Comments: This property is vacant commercial land located along the north side of Main Street (U.S. 60), approximately 0.50 mile east of Mountain Avenue on the edge of the town limits. There are two small double sided advertisement signs located on the property along Main Street that provided income; however, minimal and did not contribute to the value of the property.

LAND COMPARABLE TWO



Identification

Type:	Vacant Commercial Land
Location:	At the southwest corner of Main Street (Highway 77) and Center Street, Taylor, Navajo County, Arizona
Tax Parcel Number:	205-06-042

Sale Data

Sale Price:	\$237,000
Terms:	All cash to seller
Unit Price:	\$3.02 Per square foot
Date of Sale:	January 2022
Date of Recordation:	September 23, 2022
Grantor/Seller:	Betty L. Kleinman Revocable Living Trust
Grantee/Buyer:	George Orona and Audrey Orona
Instrument Type:	Warranty Deed
Instrument Number:	2022-18176
Conditions of Sale:	Typical
Marketing Period:	296 Days (per MLS)
Property Rights:	Fee Simple Estate
History:	No prior sales reported within last three years
Confirmation:	Broker, MLS, and public records

Site Data

Shape: Rectangular
Area: 78,408 Square feet (1.80 acres)
Lot Type: Corner
Topography: Generally, level
Zoning/Restrictions: COM (Commercial District), Town of Taylor
Flood Zone: Zone X
Frontage: Approximately 198 feet along the west side of Main Street (Highway 77) and 396 feet along the south side of Central Street

Access: Access is provided along Main Street and Central Street

Traffic Volume: 12,246 Vehicles per day along Main Street (Highway 77) per ADOT 2022

Utilities: Electricity, water, sewer, and telephone extended to the site

Off-Site Improvements: Concrete curbs and sidewalks along Main Street and Center Street

Current Use: Vacant commercial land

Comments: This property is vacant commercial land located along Main Street, which is an arterial street and commercial corridor through the Town of Taylor; furthermore, the site has frontage along Center Street, which is a collector street.

LAND COMPARABLE THREE



Identification

Type: Vacant Commercial Land
Location: 215-235 West Main Street (U.S. 60), Springerville, Apache County, Arizona
Tax Parcel Numbers: 105-18-001B and 001C

Sale Data

Sale Price: \$145,000
Terms: All cash to seller
Unit Price: \$2.48 Per square foot
Date of Sale: February 2022
Date of Recordation: March 17, 2022
Grantor/Seller: The Ronald E. Walker Sr. Trust
Grantee/Buyer: Stephen Woudenberg and James Rogers
Instrument Type: Warranty Deed
Instrument Number: 2022-002142
Conditions of Sale: Typical
Marketing Period: 529 Days (per MLS)
Property Rights: Fee Simple Estate
History: No prior sales reported within last three years
Confirmation: Broker, MLS, and public records

Site Data

Shape: Rectangular
Area: 58,370 Square feet (1.34 acres)
Lot Type: Interior
Topography: Generally, level
Zoning/Restrictions: C-1 (General Commercial), Town of Springerville
Flood Zone: Zone D
Frontage: Approximately 278 feet along the north side of Main Street (U.S. 60)
Access: Access is provided along Main Street (U.S. 60)
Traffic Volume: 3,438 Vehicles per day along Main Street (U.S. 60) per ADOT 2022
Utilities: Electricity, water, sewer, and telephone extended to the site
Off-Site Improvements: None
Current Use: Vacant commercial land

Comments: This property is vacant commercial land located along the north side of Main Street (U.S. 60), approximately 0.50 mile east of Mountain Avenue on the edge of the town limits. The property was purchased for the development of a multi-family use consisting of four duplexes.

Analysis and Comparison of Comparable Sales

Typically, comparables are analyzed using a combination of quantitative and/or qualitative comparative techniques. In applying quantitative adjustment techniques, mathematical processes are used to identify those items of comparison that require adjustment and to measure the amount, if any, of the indicated adjustment(s). Analytical techniques commonly utilized to measure quantitative adjustments include paired data set analysis, statistical analysis, graphic analysis, trend analysis, cost-related analysis and secondary data analysis. However, although these techniques are theoretically sound, their use is somewhat limited because of the imperfect nature of the real estate market and the lack of sufficient market data to quantify adjustments.

Therefore, in this analysis in those instances where an adjustment could not reasonably be quantified, a qualitative technique was used instead, or more specifically a relative comparison analysis. In relative comparison analysis, the applicable elements of comparison for each comparable sale are analyzed to determine if a comparable sale is inferior, superior or equal to the Subject Property based on the individual element of comparison. After all the applicable elements of comparison are analyzed, a net relative value indication of each comparable is determined. Based on this relative value indication, the comparables are then reconciled into a value indication by arraying them relative to the Subject Property.

In this valuation analysis, the adjustment categories for which quantifiable adjustments could reasonably be made will be analyzed first. Following this analysis will be a summary of the quantifiable adjustments and the adjusted value indications of each of the comparable sales. The analysis and summary of quantifiable adjustments will then be followed by a relative comparison analysis of the remaining elements of comparison.

The first set of categories considered are as follows:

- ◆ Real Property Rights Conveyed
- ◆ Financing Terms
- ◆ Conditions of Sale
- ◆ Market Conditions (Date of Sale)
- ◆ Improvements Made Immediately After the Sale

Property Rights Conveyed: An adjustment for the real property rights conveyed reflects differences in income generating potential of a property encumbered with leases versus an unencumbered property. An adjustment consideration is needed to account for differences between various market and contract rents. No adjustments are necessary if the interest appraised is the same as the comparable transferred, or if the rental rates are at market levels. This is an appraisal of the fee simple estate in the Subject. The fee simple interest was conveyed in each of the comparables; therefore, no adjustments are indicated for this category.

Financing Terms: This adjustment category considers the impact of non-market financing provided by the seller. When financing by the seller is more favorable than that achievable from a third party, value attributed to the favorable financing may be reflected with an increase in the sale price. No adjustment is necessary if the sales are cash to the seller, or if the seller financing is at market levels. Comparable 1 was purchased with seller financing; therefore, a downward adjustment is indicated. Comparables 2 and 3 were purchased based on all-cash transactions; therefore, no adjustments were necessary.

Conditions of Sale: This adjustment category reflects non-market motivations of buyers and/or sellers. Conditions of sale are considered to be at market levels when properties are properly exposed to the market for a reasonable period of time, when the transactions are arm's-length in nature, and when there are no unusual circumstances or extraordinary motivations. All the comparables appear to have sold under typical conditions; therefore, no adjustments were necessary.

Expenditures Made Immediately After Purchase: A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because these costs affect the price the buyer agrees to pay. We are not aware of any expenditures made immediately after the purchase of the comparables; therefore, no adjustments were indicated.

Market Conditions: This category accounts for changes in market conditions over time. Changes in market conditions generally reflect changes in the relationship between supply and demand over time. The Effective Date of the Appraisal is February 15, 2024. The date of recordation of the comparables ranged from March 2022 to November 2023.

We were unable to determine a correlation between sale dates based on the comparable sales, due to the few numbers of comparable sales and the lack of recent sales, which indicates a lack of demand. Furthermore, based on discussions with market participants, sale prices appear to have been relatively stable to slightly improving over the last few years. In this case, Comparable 1 is a recent sale; therefore, no adjustment is indicated, while comparables 2 and 3 sold in 2022 and are adjusted upward for improved market conditions.

The second set of categories considered are as follows:

- ◆ Location
- ◆ Size
- ◆ Shape
- ◆ Topography
- ◆ Lot Type
- ◆ Utilities
- ◆ Intended Use

Location: This adjustment is for the location of the comparable sales relative to the Subject. The Subject Property is located along Main Street, which is an arterial street and commercial corridor through the community; furthermore, the site is located in an established area surrounded by commercial uses.

Comparables 1 and 2 are located along Main Street (U.S. 60) in the neighboring community of Springlerville; however, these comparables are located on the edge of the town limits with inferior traffic volume and surrounded development; therefore, upward adjustments are indicated.

Comparable 2 is located along Main Street (Highway 77) within the town limits of Taylor. Main Street is an arterial street and commercial corridor traversing the communities of Taylor and Snowflake. Overall, when compared to the Subject, the demographics and surrounding development are superior; therefore, a downward adjustment is indicated.

Size: Typically, larger properties sell for a lower unit price than comparable smaller properties. The sales prices of the comparables are reflective of other factors; however, it is recognized in the market that smaller parcels sell for a higher price per square foot when compared with larger parcels. The Subject's Site area is 52,707 square feet in size, while the comparable sales range in size from 29,185 square feet to 78,408 square feet.

Comparable 1 is smaller in size when compared to the Subject, requiring a downward adjustment.

Comparable 2 is larger than the Subject and is adjusted upward for this category.

Comparable 3 is similar in size as the Subject; therefore, no adjustment is necessary.

Shape: Typically, properties with symmetrical shape sell for a higher unit price than comparable properties with irregular shape. The Subject Property is rectangular in shape.

All of the comparables are similar in shape as the Subject, requiring no adjustments for this category.

Topography: Typically, properties with level terrain sell for a higher price than properties that have sloping topography. This is due to the higher cost it requires to develop the site. The Subject's useable site area has generally level topography.

All of the comparables have similar level topography as the Subject Property; therefore, no adjustments are necessary for this category.

Lot Type: Typically, parcels that are corner lots sell for a higher unit price than parcels with interior lots. The Subject Property is an interior lot.

Comparables 1 and 3 are interior lots and similar to the Subject, requiring no adjustments for this category.

Comparable 2 is a corner lot and is superior when compared to the Subject Property; therefore, a downward adjustment is warranted.

Utilities: The Subject Property has electricity, water and sewer extended to the Site.

All of the comparables have all utilities extended to the sites and are ready for development; therefore, no adjustments are necessary.

Offsite Improvements: The Subject Property has all offsite improvements installed along Main Street.

Comparables 1 and 3 are inferior to the Subject based on offsite improvements, requiring upward adjustments for this category.

Comparable 2 is similar to the Subject with all offsites installed; therefore, no adjustment is necessary.

Use: The Highest and Best Use of the Subject Site is development of a commercial use. All the comparable sales have similar Highest and Best Uses for eventual development of a commercial use, requiring no adjustments for this category.

Summary of Adjustments

The adjustments discussed in the preceding analysis are summarized in the following table:

Land Comparable Summary and Adjustment Grid				
Identification	Subject	1	2	3
Address	578 N. Main St.	Main St (U.S. 60), W. of South Mtn. Rd.	SWC Main St.(Hwy. 77) & Center St.	215-235 W. Main St.
City, State	Eagar, AZ	Springerville, AZ	Taylor, Az	Springerville, AZ
Sale Data				
Sale Price	-	\$80,000	\$237,000	\$145,000
Size in S.F.	52,707	29,185	78,408	58,370
Price Per S.F.	-	\$2.74	\$3.02	\$2.48
Quantitative Adj.				
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	-	\$0	\$0	\$0
Adjusted Price	-	\$80,000	\$237,000	\$145,000
Financing	Cash to Seller	Seller Carry	Cash to Seller	Cash to Seller
Adjustment	-	(\$5,000)	\$0	\$0
Adjusted Price	-	\$75,000	\$237,000	\$145,000
Cond. of Sale	Typical	Typical	Typical	Typical
Adjustment	-	\$0	\$0	\$0
Adjusted Price	-	\$75,000	\$237,000	\$145,000
Improvements After Sale	-	None	None	None
Adjustment	-	\$0	\$0	\$0
Adjusted Price	-	\$75,000	\$237,000	\$145,000
Date of Recordation	Feb-24	Nov-23	Sep-22	Mar-22
Adjustment	-	0.00%	2.00%	2.50%
Total Adjustment	-	\$0	\$4,740	\$3,625
Adjusted Price	-	\$75,000	\$241,740	\$148,625
Adjusted Price Per S.F.	-	\$2.57	\$3.08	\$2.55
Qualitative Adj.				
Location	Good	Inferior	Superior	Inferior
Adjustment Factor	-	Upward	Downward	Upward
Size in Acre	52,707	29,185	78,408	58,370
Adjustment Factor	-	Downward	Upward	None
Shape	Rectangular	Similar	Similar	Similar
Adjustment Factor	-	None	None	None
Topography	Level	Level	Level	Level
Adjustment Factor	-	None	None	None
Lot Type	Interior	Interior	Corner	Interior
Adjustment Factor	-	None	Downward	None
Utilities	Electricity/Water/Sewer	Similar	Similar	Similar
Adjustment Factor	-	None	None	None
Offsites	All Installed	Inferior	Similar	Inferior
Adjustment Factor	-	Upward	None	Upward
Use	Commercial	Commercial	Commercial	Commercial
Adjustment Factor	-	None	None	None
Net Adjustment				
Net Adjusted Factor	-	Upward	Downward	Upward

Sales Comparison Approach Reconciliation and Conclusion

To conclude a value, the Subject Property and comparable sales are arrayed in the following table relative to their comparability to the Subject Property:

Array by Net Relative Rating		
Comparable Sale	Adjusted Price	Net Adjustment
2	\$3.08	Downward
Subject	-	-
1	\$2.57	Upward
4	\$2.55	Upward

Based on this analysis, the comparable sales indicate a value for the Subject Property below the adjusted sale price of Comparable 2 (below \$3.08 per square foot) and above the adjusted sale price of Comparable 1 (above \$2.57 per square foot).

Therefore, recognizing the characteristics of the Subject and the comparables, it is our opinion that the Subject Property has a value range between \$2.75 to \$3.00 per square foot and is calculated as follows:

SALES COMPARISON APPROACH VALUE INDICATION				
Size (S.F.)		Indicated Value/S.F.		Value
52,707	x	\$2.75	=	\$144,944
52,707	x	\$3.00	=	\$158,121
Value Indication				\$155,000

Therefore, based on the Sales Comparison Approach to value, it is our opinion that the Market Value of the fee simple estate in the Subject Site "As If Vacant", as of February 15, 2024, is:

ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS
\$155,000

Improvement Valuation

Reproduction versus Replacement Cost

The cost to construct an improvement, as of the Effective Date of the Appraisal, may be developed as the cost to reproduce the improvement or the cost to replace it. Presented below are definitions of these two cost estimation techniques:

Reproduction Cost is defined as the total cost of construction required to replace the Subject building with an exact replica in all salient characteristics or components.

Replacement Cost is defined as the total cost of construction required to replace the Subject building with a substitute of like or equal utility using current standards of materials and design.

The decision to use replacement or reproduction cost is related to the Intended Use of the Appraisal. For the purpose of valuing the Subject Property, replacement cost is most appropriate.

Source of Cost Data

To estimate the replacement cost of the Subject improvements, we have relied on cost information obtained from the Marshall Valuation Service. Compiled and published by Marshall and Swift, the Marshall Valuation Service (MVS) provides cost data for estimating the replacement costs of buildings and other types of improvements throughout the United States and Canada. Cost comparable information for this type of property is not available, as typically, construction of such is generally performed by an owner-operator. The information published by Marshall & Swift, the cost data presented within the MVS are based on years of valuation experience, thousands of appraisals, and continual analysis of new improvements.

The cost information contained within the MVS is presented in the form of per unit cost estimates for typical improvements classified by seven occupancy groups, five classes of construction, and four categories of construction quality. Further, within each building class there may be many various sub-classifications and variations of costs based upon specific attributes and improvement types. Various multipliers are also used to adjust for differences with respect to perimeter measurements and story height. The refined cost estimates are then finally adjusted by the application of current cost and local multipliers. The MVS cost estimates are intended to be representative of final costs to the owner and include the following costs:

Direct Cost

- ◆ average architect's and engineer's fees for plans, plan check, building permits and survey(s) to establish building lines and grades;
- ◆ normal interest in building funds during the period of construction plus a processing fee or service charge;
- ◆ materials, labor costs and sales taxes;
- ◆ normal site preparation including finish grading and excavation for foundation and backfill;
- ◆ utilities from structure to lot line figured for typical setback;
- ◆ contractor's overhead and profit, including job supervision, workmen's compensation, fire and liability insurance, unemployment insurance, equipment, temporary facilities, security, etc., and;

Costs not included in the Marshall Valuation cost estimates are as follows:

- ◆ Costs of buying or assembling land such as escrow fees, legal fees, property taxes, right-of-way costs, demolition, storm drains, rough grading or land improvement costs
- ◆ Pilings, hillside foundations, soil compaction and vibrations, and terracing
- ◆ Costs of land planning or preliminary concept and layout for large developments, interest or taxes on land, feasibility studies, certificate of need, environmental impact report, hazardous material testing, appraisal or consulting fees, etc.
- ◆ Discounts or bonuses paid for financing, funds, project bonds, permanent financing, development overhead, fixture and equipment purchases
- ◆ Yard improvements, including septic systems, signs, landscaping, paving, walls, yard lighting, pools, or other recreational facilities
- ◆ Off-site costs including roads, utilities, park fees, jurisdictional hook-up, tap-in, impact or entitlement fees and assessments
- ◆ Furnishings and fixtures, usually not found in the general contract that are peculiar to a definite tenant, such as seating or kitchen equipment
- ◆ Marketing costs to create first occupancy including model or advertising expenses, leasing or broker's commissions, temporary operation of property owners' associations, fill-up or membership sales costs or fees
- ◆ Allowance for entrepreneurial profit

Replacement Cost New – Base Cost

The Subject Property consists of three buildings totaling 6,234 square feet. Building A consists of 2,830 square feet of building area and was originally constructed as a single-family residence that was later converted to an office use. Buildings B and C are modular buildings with open areas and were utilized as classrooms.

In valuing the property, information published by Marshall Valuation Service (MVS) suggest the type of construction associated with the property would predominately be within the category of Office Buildings (Section 15, Page 17) and Prefabricated Buildings (Section 64, Page 8).

Office Building (Building A) - Building A is constructed of slump block and is built-out as an office use and is most similar to an Office Building, Class C, Average-Low Class, with a base cost of \$97.00 to \$144.00 per square foot.

Prefabricated Building (Buildings B and C) - Buildings B and C are modular buildings constructed from wood frame and built-out for an office use and are most similar to a Prefabricated Building, Average, with a base cost of \$39.25 to \$42.75 per square foot. Therefore, for this analysis, we have utilized \$40.00 per square foot.

Area Multiplier – Building A consists of a single-story building with 2,830 square feet of building area with a perimeter of 372 linear feet. According to Marshall Valuation (Section 15, Page 38), the area multiplier for a 2,500 square foot building with a 300-foot perimeter is 1.155 and a 400-foot perimeter is 1.259, while the area multiplier for a 3,000 square foot building with a 300-foot perimeter is 1.105 and a 400-foot perimeter is 1.191. Based on these ranges, we use a multiplier of 1.175 for this analysis.

Building B consists of a single-story building with 1,904 square feet of building area with a 192-foot perimeter. Building C consists of a single-story building with 1,500 square feet of building area with a 170-foot perimeter. Therefore, for this analysis, we have utilized a multiplier of 1.000.

Current Multiplier - The base cost is an estimate as of the Effective Date of the Appraisal; thus, the estimate must be adjusted for construction costs as of the Effective Date of the Appraisal. The current cost multiplier for a Class C building in Section 15, in the western region of the United States is 1.10 (Section 99, Page 3, March 2023).

Marshall Valuation does not have current cost multipliers for prefabricated buildings; therefore, for this analysis we have utilized a multiplier of 1.000.

Local Multiplier - The base cost is an average estimate for properties throughout the U.S. and Canada. Therefore, the base cost must be adjusted to reflect the local market. The local multiplier for a Class C building (Building A) in the Phoenix area is 0.980 and for a Class D building (Buildings B and C) is 0.970 (Section 99, Page 6, January 2023).

MARSHALL VALUATION SERVICE - COST			
Property Type:	Office	Number of Stories:	One
Building Area:	6,234 Square Feet	Avg. Story Height:	12 Feet
Construction:	Slump Block and Wood	Condition:	Average
Number of Buildings:	Three	Effective Age:	45 Yrs. & 25 Yrs.
Building:	Building A	Building B	Building C
MVS - Section:	15	64	64
MVS - Page:	17	8	8
Building Type:	Office Building	Prefabricated Bldg.	Prefabricated Bldg.
Building Class:	C	-	-
Quality:	Average	Average	Average
Component Size (Sq. Ft.):	2,830	1,904	1,500
Direct Cost			
Base Cost Per. Sq. Ft.:	\$105.00	\$40.00	\$40.00
Sprinklers:	\$0.00	\$0.00	\$0.00
Base Cost Per Sq. Ft.:	\$105.00	\$40.00	\$40.00
Refinements			
Number of Storeis:	1.000	1.000	1.000
Story Height Multiplier:	1.000	1.000	1.000
Area/Perimeter Multiplier:	1.175	1.000	1.000
Refined Cost Per Sq. Ft.:	\$123.38	\$40.00	\$40.00
Cost Multipliers			
Current Cost Multiplier:	1.100	1.000	1.000
Local Cost Multiplier:	0.980	0.970	0.970
Final Base Cost per Sq. Ft.:	\$133.00	\$38.80	\$38.80
Direct Bldg. Component Cost:	\$376,390	\$73,875	\$58,200

Additions (Site Improvements)

Items not included in the direct building cost estimate are site improvements, including parking, concrete curbs and sidewalks, signage, landscaping, fencing, and miscellaneous site improvements. The cost for these items is estimated separately using the segregated cost sections of the MVS cost guide.

Landscaping and Hardscaping

Landscaping of the site consists of grass, trees, and shrubs with an automatic irrigation drip system, along the perimeter of the site and building; furthermore, hardscaping consists of concrete sidewalks and walkways. Based on our measurements, landscaped areas total approximately 1,500 square feet, while hardscape areas total approximately 2,500 square feet. According to costs obtained from Marshall Valuation Services (Section 66, Page 8) the costs per square foot for landscaped areas range from \$5.41 to \$7.26 per square foot and for hardscape areas range from \$4.91 to \$7.72 per square foot. Therefore, for this analysis we have utilized a cost of \$22,000 (4,500 square feet x \$5.50 per square foot).

Gravel Parking

The site is improved with a gravel parking area. According to costs obtained from Marshall Valuation Services (Section 66, Page 2) the cost for a 2-inch gravel base ranges from \$0.91 - \$1.47 per square foot. Based on our measurements there is approximately 12,000 square feet of gravel parking area. Therefore, for this analysis we have utilized a cost of \$12,000 (12,000 square feet x \$1.00 per square foot) for the site.

Indirect Cost

Several indirect cost items are not included in the direct building cost figures derived through the MVS cost guide.

Soft Cost

These items include developer overhead (general and administrative costs), property taxes, legal and insurance costs, local development fees and contingencies, lease-up and marketing costs and miscellaneous costs. Therefore, we have utilized 7% of direct cost for this analysis, which is reasonable.

Entrepreneurial Profit

Entrepreneurial Profit is that portion of cost that reflects the contribution of the entrepreneur. It is the incentive behind the inspiration, drive and coordination that goes into creating a project. Entrepreneurial profit should definitely be considered a real cost but does not necessarily result in value. It should be included in both replacement and reproduction cost estimates. The Subject as a commercial property would have entrepreneurial profit; therefore, an entrepreneurial profit of 15% is included in this analysis.

Analysis of Elements of Depreciation

To apply the breakdown method of estimating accrued depreciation, an appraiser analyzes each cause of depreciation separately, estimates the amount of each component, and then totals the various components to derive an overall estimated depreciation figure, which is deducted from the estimated total cost of the improvements. The following analysis considers each of the various components utilized in the application of this technique and appropriate depreciation estimates are derived if applicable.

Curable Physical Deterioration (Deferred Maintenance) is defined as “a form of physical deterioration that can be practically and economically corrected as of the effective date of the appraisal; excludes vandalism and damage, which are curable conditions but are not accounted for in an estimate of replacement cost or reproduction cost.”¹⁰

¹⁰ Appraisal Institute, *The Dictionary of Real Estate Appraisal, 7th Edition* (Chicago: Appraisal Institute, 2022), page 47

The estimate of curable physical deterioration applies only to those items in need of repair as of the Effective Date of Appraisal. Accrued depreciation is measured as the cost of restoring the item in question to either a new or reasonably new condition. As noted within the Improvements Description section of this report, observation of the Subject indicates that as of the date of inspection, the existing improvements were in good condition.

We recognize that any curable physical obsolescence for the site improvements is considered in the depreciation for the site improvements.

Incurable Physical Deterioration is defined as “a form of physical deterioration that cannot be practically or economically corrected as of the effective date of appraisal”.¹¹

This type of deterioration is estimated for all structural components that are not included within the curable physical deterioration category. After considering all factors influencing depreciation within the Subject's market segment, it is believed that any incurable physical deterioration accruing to the Subject improvements could be best measured by use of the physical age life method in which the effective age of the Subject improvements is expressed as a percentage of the expected life new.

To estimate the amount of depreciation applicable to incurable physical deterioration, the total replacement cost of the curable physical items must be deducted from the estimated replacement cost of the structure. After subtracting this figure, the appraiser can then use one of two methods to estimate incurable physical deterioration. However, in this particular case, available data more clearly supports the use of the ratio of effective age to estimate economic life. Thus, for the purpose of this analysis, the estimated life of the Subject's Building A is considered to be 50 years, while Buildings B and C are considered to be 30 years and site improvements are approximately 30 years weighted.

The effective age of the Subject's improvements is estimated to be approximately 45 years (Building A) and 25 years (Buildings B and C), resulting in a remaining economic life of 5 years for each building. The Subject's Site improvements (weighted) are estimated to be approximately 25 years, resulting in an economic life of 5 years.

Appropriate estimates of incurable physical deterioration have been made with respect to the existing Subject improvements based upon these figures.

Curable Functional Obsolescence is defined as “an element of depreciation; a curable defect caused by a flaw involving the structure, materials, or design, which can be practically and economically corrected.”¹²

¹¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal, 7th Edition* (Chicago: Appraisal Institute, 2022), page 94

¹² Appraisal Institute, *The Dictionary of Real Estate Appraisal, 7th Edition* (Chicago: Appraisal Institute, 2022), page 46

Functional obsolescence is a loss in value resulting from defects in design or can be caused by changes over time that have made some aspects of the structure obsolete by current standards. These defects can be either curable or incurable. To be curable, the cost of replacing the defect must be the same or less than the anticipated increase in value. However, the replacement cost new of the Subject improvements has been estimated, based upon an analysis of improvements considered to be equivalent to the Subject in terms of overall utility, rather than upon an analysis of the existing improvements themselves.

Thus, for the purpose of this analysis, as of the Effective Date of the Appraisal, the amount of any curable functional obsolescence is considered to be essentially immaterial.

Incurable Functional Obsolescence is defined as “an element of depreciation; a defect caused by a deficiency or superadequacy involving the structure, materials, or design that cannot be practically or economically corrected as of the effective date of the appraisal.”¹³

The Subject improvements are a combination of site built and manufactured buildings that have been vacant for a number of years with little to no demand for the use of the building improvements. Furthermore, recognizing the age and layout of the improvements along with no demand for the property and minimal for similar property types within the market, it is our opinion that the Subject Property suffers from functional obsolescence. Therefore, for this analysis, as of the Effective Date of Valuation, the amount of any incurable functional obsolescence is estimated at 15%.

External Obsolescence is defined as a type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent.¹⁴

Based upon the above definition, external obsolescence is viewed as the diminished utility of a structure due to negative influences emanating from outside the property. Such obsolescence can be caused by a variety of factors including adverse local and economic conditions.

Based on the current market conditions, no deduction is made for external obsolescence. We note that costs across the board have increased due to labor and material shortages.

The following table is a summary of the improvement costs based on our analysis and information obtained from Marshall Valuation Services.

¹³ Appraisal Institute, *The Dictionary of Real Estate Appraisal, 7th Edition* (Chicago: Appraisal Institute, 2022), page 46

¹⁴ Appraisal Institute, *The Dictionary of Real Estate Appraisal, 7th Edition* (Chicago: Appraisal Institute, 2022), page 68

COST APPROACH SUMMARY					
DIRECT COST					
Building Component	Size (Sq. Ft.)		Cost/Sq. Ft.	=	Subtotal
Building A (Office Building)	2,830	x	\$133.00	=	\$376,390
Building B (Prefabricated Building)	1,904	x	\$38.80	=	\$73,875
Building C (Prefabricated Building)	1,500	x	\$38.80	=	\$58,200
Total Building Cost					\$508,465
SITE IMPROVEMENTS					
Component	Unit Size		Cost/Unit	=	Subtotal
Landscaping/Hardscape	- 4,000 Sq. Ft.	x	\$5.50/Sq. Ft.	=	\$22,000
Gravel Parking	- 12,000 Sq. Ft.	x	\$1.00/Sq. Ft.	=	\$12,000
Total Site Improvement Cost					\$34,000
Total Direct Cost (Building & Site Improvements)					\$542,465
INDIRECT COSTS					
Component			Percent	=	Subtotal
Soft Cost			7%	=	\$37,973
Total Soft Cost					\$37,973
Total Direct Cost & Indirect Cost					\$580,438
Entrepreneurial Profit			15%	=	\$87,066
Total Entrepreneurial Profit					\$87,066
Total Cost New					\$667,503
DEPRECIATION					
Component	Effective Age/Life		Percent	=	Subtotal
Building A (Office Building)	45 Years / 50 Years		90%	=	\$338,751
Building B (Prefabricated Building)	25 Years / 30 Years		83%	=	\$61,316
Building C (Prefabricated Building)	25 Years / 30 Years		83%	=	\$48,306
Site Improvements	25 Years / 30 Years		83%	=	\$28,220
Functional Obsolescence - Curable					\$0
Functional Obsolescence - Incurable			15%		\$100,126
External Obsolescence					\$0
Total Depreciation (Less)					\$576,719
Contributory Value of Improvements					\$90,784
Plus Land Value					\$155,000
Cost Approach Value Indication					\$245,784
					(Rounded) \$245,000

Therefore, based on the Cost Approach to value, it is our opinion that the Market Value of the fee simple interest of the Subject Property, as of February 15, 2024, is:

TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS
(\$245,000)

SALES COMPARISON APPROACH

The Sales Comparison Approach produces an estimate of value for real estate by comparing recent sales of similar properties in the surrounding or competing area to the Subject Property. Inherent in this approach is the Principle of Substitution, which holds that "when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution."¹⁵

By analyzing sales which qualify as arm's-length transactions between willing, knowledgeable buyers and sellers with reasonable market exposure, price trends can be identified from which value parameters may be extracted. Comparability in physical, locational and economic characteristics is an important criteria in evaluating the sales in relation to the Subject Property. The basic steps involved in the application of this approach are as follows:

- ◆ Researching recent relevant property sales and current offerings throughout the competitive area.
- ◆ Selecting sales of properties considered most similar to the Subject, and then analyzing the selected comparable properties, giving consideration to the time of sale and any change in economic conditions which may have occurred to the date of value. Other relevant factors of a physical, functional, or locational nature are also considered.
- ◆ Reducing the sales price to common units of comparison (i.e., price per acre, price per square foot, price per frontage feet, etc.).
- ◆ Making appropriate adjustments between the comparable properties and the property appraised.
- ◆ Interpreting the adjusted sales data and drawing a valid conclusion.

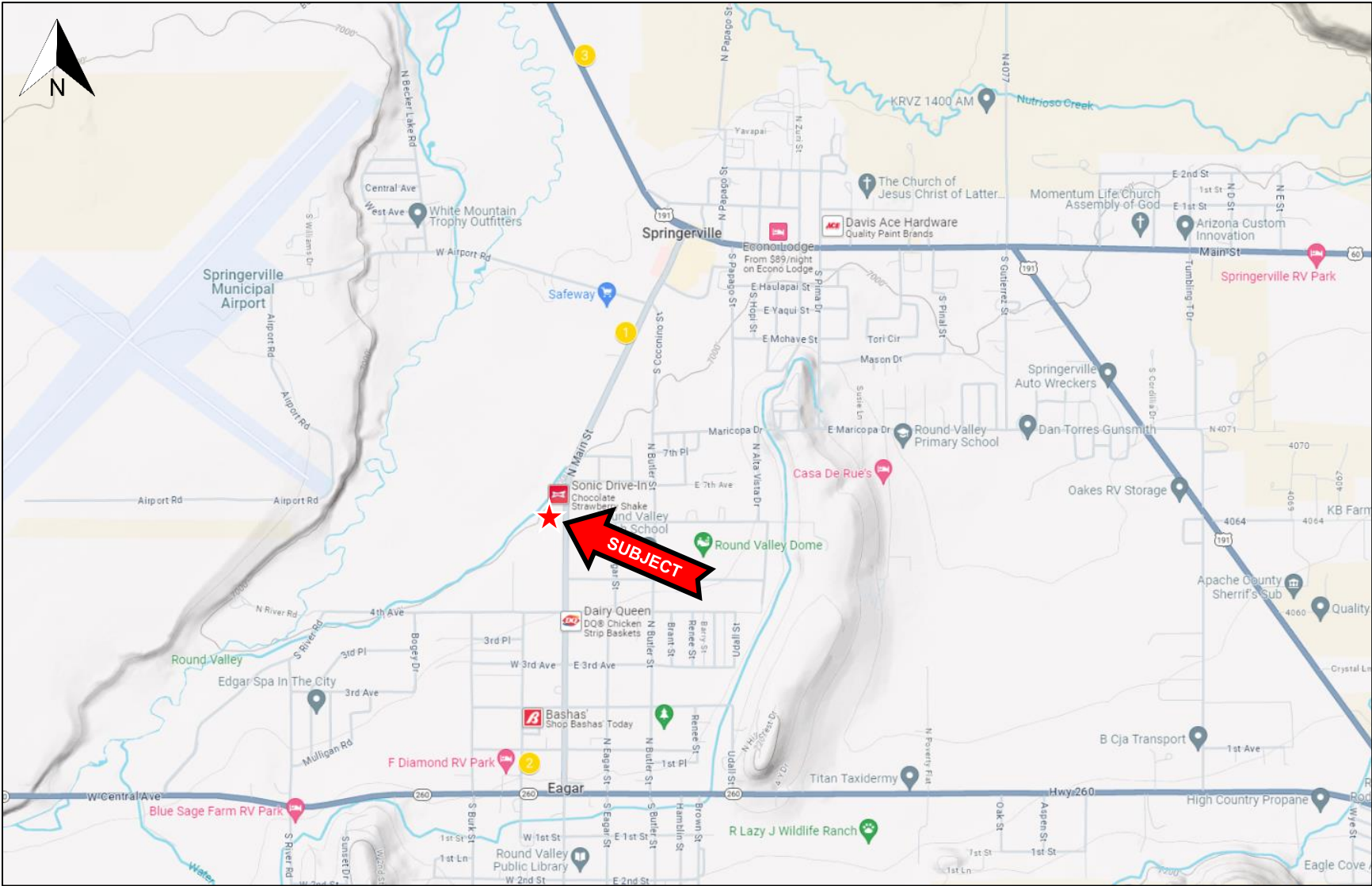
Comparable Sales

In order to provide an indication of the Subject Property's Market Value by the Sales Comparison Approach, we have analyzed recent sales of similar properties; however, the problem with this is the current composition of the Subject Property with limited similar properties in the market combined with the lack of recent sales. We first concentrated on obtaining recent sales of similar properties in the immediate area; however, due to the lack of sales, we expanded our search to include older sales in the area. Even with this broadened search criteria, limited similar properties were found. Because of this, it was necessary to find comparables that would bracket the Subject.

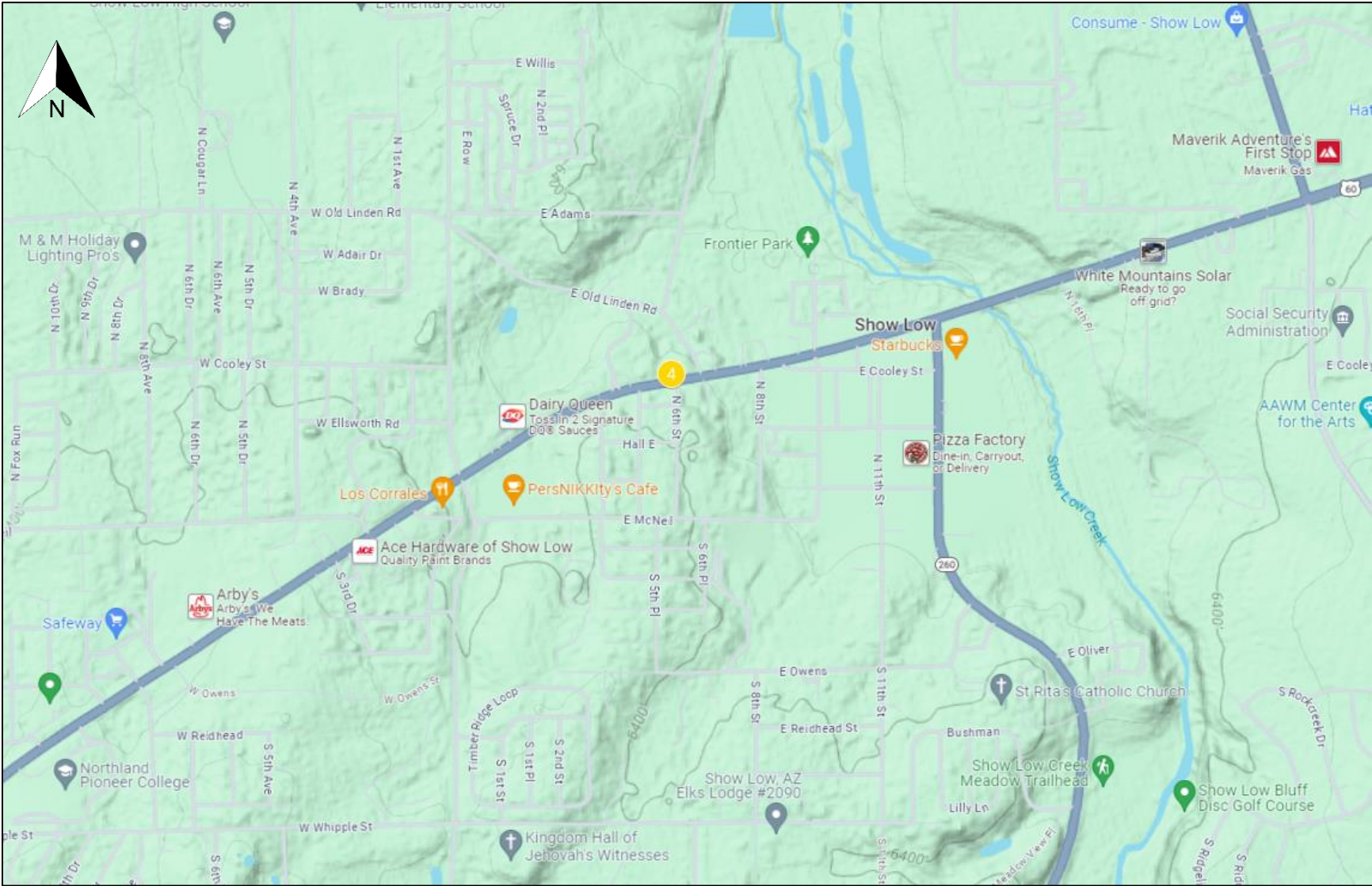
¹⁵ Appraisal Institute, *The Dictionary of Real Estate Appraisal, 7th Edition* (Chicago: Appraisal Institute, 2022), page 184

Presented on the following pages is a map showing the location of each sale with respect to the Subject Property, comparable data sheets of each comparable. Following the data sheets is a discussion of the adjustment criteria for comparison of the comparables to the Subject Property.

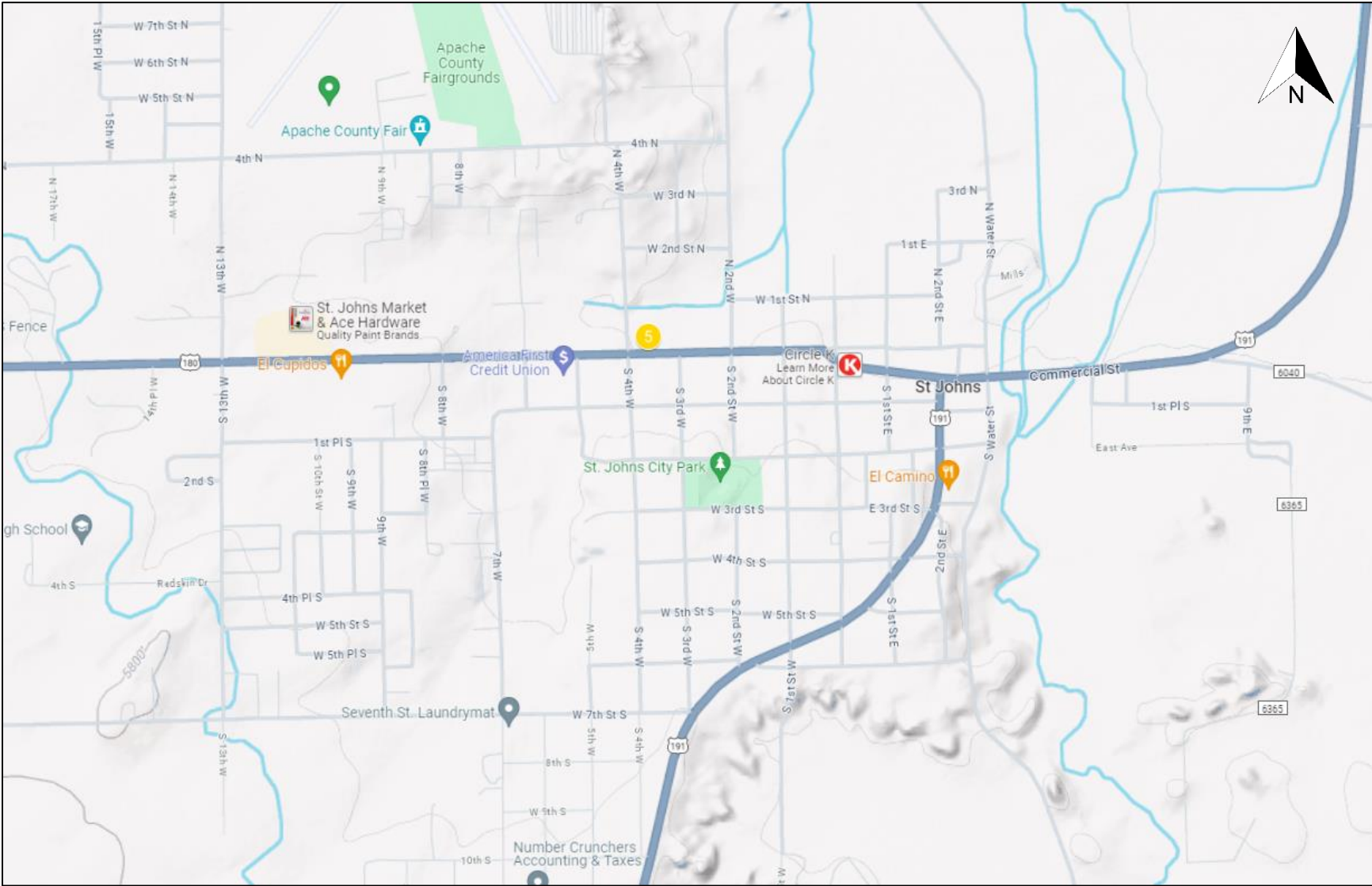
IMPROVED COMPARABLE SALES MAP



IMPROVED COMPARABLE SALES MAP



IMPROVED COMPARABLE SALES MAP



IMPROVED COMPARABLE ONE



Property Identification

Property Type: Commercial Building
Location: 279 South Mountain Avenue, Springerville, Apache County, Arizona
Tax Parcel Number: 105-18-025D

Sale Data:

Sale Price: \$285,000
Terms: Seller carry (\$50,000 downpayment)
Unit Value: \$109.11 Per square foot (\$16.36 per S.F. of site area)
Date of Sale: September 2023
Date of Recordation: October 31, 2023
Marketing Time: 285 Days per MLS
Grantor/Seller: GT Enterprises AZ, LLC
Grantee/Buyer: Dustin Arave and Heather Arave
Property Rights: Fee Simple Estate
Instrument: Special Warranty Deed
Instrument Number: 2023-007058
Sale History: Previously sold in December 2022 for \$242,000, or \$92.65/S.F., (ACR# 2022-008956). No other arm's-length transfers within the previous three years.
Confirmation: Broker, CoStar, MLS and public records

Site Data:

Shape: Rectangular
Area: 17,424 Square feet (0.40 acre)
Lot Type: Interior
Frontage: Approximately 131 feet along the east side of Mountain Avenue
Access: Good from Mountain Avenue
Traffic Volume: Not available
Zoning/Restrictions: C-1 (General Commercial), Town of Springerville

Improvement Data:

Building Area: 2,612 Square foot
Construction Detail: Single-story, wood frame
Year Built/Age: 1997/25 Years
Quality/Condition: Average quality and design/average condition
Land-to-Building Ratio: 6.67:1
Site Improvements: Asphalt paved parking in poor-fair condition

Comments:

This property consists of a 2,612 square foot retail building situated on a PAD site located along Mountain Avenue within the Round Valley Plaza shopping center that is anchored by Safeway. The building design and layout was for a restaurant use and was originally constructed as a Taco Bell that was later used as a Chinese restaurant by an owner use; however, the building had been vacant for a number of years. The property was previously purchased in 2022 for use as a marijuana retail store; however, the town did not approve the permit. According to the broker, the property could be converted for other retail or office uses. The property was listed on the market for \$325,000 (\$124.43/S.F.).

IMPROVED COMPARABLE TWO



Property Identification

Property Type:	Commercial Building
Location:	75 North Harless Street, Eagar, Apache County, Arizona.
Tax Parcel Number:	104-12-042I

Sale Data:

Sale Price:	\$225,000
Terms:	All cash to seller
Unit Value:	\$87.82 Per square foot (\$11.89 per S.F. of site area)
Date of Sale:	May 2023
Date of Recordation:	June 29, 2023
Marketing Time:	119 Days per MLS
Grantor/Seller:	Pack Shack Acquisition, LLC
Grantee/Buyer:	Boys and Girls Club of Round Valley
Property Rights:	Fee Simple Estate
Instrument:	Special Warranty Deed
Instrument Number:	2023-004168
Sale History:	Previously sold in February 2020 for \$170,000, or \$65.59/S.F., (ACR# 2020-000805). No other arm's-length transfers within the previous three years.
Confirmation:	Broker, CoStar, MLS, public records and previous Sell and Associates Appraisal.

Site Data:

Shape: Rectangular
Area: 18,921 Square feet (0.42 acre)
Lot Type: Interior
Frontage: Approximately 130 feet along the east side of Harless Street
Access: Average from Harless Street
Traffic Volume: Not available
Zoning/Restrictions: C-1 (Central Business District), Town of Eagar

Improvement Data:

Building Area: 2,562 Square foot
Construction Detail: Single-story, modular building
Year Built/Age: 2000/23 Years
Quality/Condition: Average quality and design/average condition
Land-to-Building Ratio: 7.39:1
Site Improvements: Asphalt paved parking in fair condition and gravel parking

Comments:

This property consists of a single-story, prefabricated modular building located along the east side of Harless Street, north of Main Street (Highway 260). The building was previously utilized as a sewing/manufacturing shop for camping, firefighting, and law enforcement tactical gear.

IMPROVED COMPARABLE THREE



Property Identification

Property Type: Commercial Building
Location: 245 West Main Street (U.S. 60), Springerville, Apache County, Arizona
Tax Parcel Number: 105-15-013D

Sale Data:

Sale Price: \$250,000
Terms: All cash to seller
Unit Value: \$76.22 Per square foot (\$5.73 per S.F. of site area)
Date of Sale: May 2022
Date of Recordation: June 13, 2022
Marketing Time: 35 Days per MLS
Grantor/Seller: GT Freehold AZ, LLC
Grantee/Buyer: Jeremy Shane Walker and Danette Walker, and Roy B. Brock and Christina Marie Brock
Property Rights: Fee Simple Estate
Instrument: Special Warranty Deed
Instrument Number: 2022-004512
Sale History: Previously sold in February 2022 for \$180,000, or \$54.88/S.F., (ACR# 2022-001546). No other arm's-length transfers within the previous three years.
Confirmation: Broker, CoStar, MLS and public records

Site Data:

Shape: Rectangular
Area: 43,560 Square feet (1.00 acre)
Lot Type: Interior
Frontage: Approximately 210 feet along the north side of Main Street (U.S. 60)
Access: Good from Main Street (U.S. 60)
Traffic Volume: 3,348 Vehicles per day along Main Street (U.S. 60), per ADOT 2022
Zoning/Restrictions: C-1 (General Commercial), Town of Springerville

Improvement Data:

Building Area: 3,280 Square foot
Construction Detail: Two-story, wood and metal
Year Built/Age: 1986/36 Years
Quality/Condition: Average quality and design/fair-average condition
Land-to-Building Ratio: 13.28:1
Site Improvements: Gravel parking and fenced yard

Comments:

This property consists of a 3,280 square foot building located along Main Street (U.S. 60), west of Mountain Avenue on the edge of the town limits. The design and layout of the buildings consists of 1,680 square feet of open retail/office space, 1,120 square feet of warehouse space and a 480 square foot studio apartment situated on the second floor and accessed via stairs from the warehouse. The property was purchased by an owner user.

IMPROVED COMPARABLE FOUR



Property Identification

Property Type: Commercial Building
 Location: 580 East Deuce of Clubs (U.S. 60), Show Low, Navajo County, Arizona
 Tax Parcel Number: 210-19-001

Sale Data:

Sale Price: \$255,000
 Terms: All cash to seller
 Unit Value: \$67.91 Per square foot (\$15.41 per S.F. of site area)
 Date of Sale: April 2022
 Date of Recordation: May 17, 2022
 Marketing Time: 1,720 Days per MLS
 Grantor/Seller: Lee Larsen
 Grantee/Buyer: The Trumped Store-Market & Coffee House, LLC
 Property Rights: Fee Simple Estate
 Instrument: Warranty Deed
 Instrument Number: 2022-09847
 Sale History: No arm's-length transfers within the previous three years.
 Confirmation: Broker, CoStar, MLS and public records

Site Data:

Shape: Nearly rectangular
Area: 16,553 Square feet (0.38 acre)
Lot Type: Interior
Frontage: Approximately 150 feet along the north side of Deuce of Clubs (U.S. 60)
Access: Good from Deuce of Clubs (U.S. 60)
Traffic Volume: 20,705 Vehicles per day along Deuce of Clubs (U.S. 60), per ADOT 2022
Zoning/Restrictions: C-2 (General Commercial), City of Show Low

Improvement Data:

Building Area: 3,755 Square foot
Construction Detail: Single-story, wood frame
Year Built/Age: 1964/58 Years
Quality/Condition: Average quality and design/fair condition
Land-to-Building Ratio: 4.41:1
Site Improvements: Gravel parking

Comments:

This property consists of a 3,755 square foot building located along Deuce of Clubs (U.S. 60), west of Old Linden Road in Show Low. According to the broker, the property was vacant at the time of sale and was purchased by an owner user.

IMPROVED COMPARABLE FIVE



Property Identification

Property Type:	Commercial Building
Location:	355 West Cleveland Street (U.S. 180), St. Johns, Apache County, Arizona
Tax Parcel Number:	203-36-128 and 124C

Sale Data:

Sale Price:	\$145,000
Terms:	All cash to seller
Unit Value:	\$28.30 Per square foot (\$3.33 per S.F. of site area)
Date of Sale:	October 2021
Date of Recordation:	November 29, 2021
Marketing Time:	41 Days per MLS
Grantor/Seller:	Brown and Brown Law Offices, P.C.
Grantee/Buyer:	Robert D. Hannah and Lilas G. Vanslambrouck
Property Rights:	Fee Simple Estate
Instrument:	Special Warranty Deed
Instrument Number:	2021-010004
Sale History:	No arm's-length transfers within the previous three years.
Confirmation:	Broker, CoStar, MLS and public records

Site Data:

Shape: Irregular
Area: 43,560 Square feet (1.00 acre)
Lot Type: Interior
Frontage: Approximately 93 feet along the north side of Cleveland Street (U.S. 180) and 100 feet along the east side of 4th West Street
Access: Good from Cleveland Street (U.S. 180)
Traffic Volume: 5,277 Vehicles per day along Cleveland Street (U.S. 180), per ADOT 2022
Zoning/Restrictions: C-1 (Commercial), Town of St. Johns

Improvement Data:

Building Area: 5,123 Square foot
Construction Detail: Single-story, masonry block
Year Built/Age: 1971/50 Years
Quality/Condition: Average quality and design/fair condition
Land-to-Building Ratio: 8.50:1
Site Improvements: Asphalt paved parking (poor condition)

Comments:

This property consists of a 5,123 square foot building located along Cleveland Street, just east of 4th West Street in St. Johns. The property is built-out for office use and was vacant at the time of purchase. The property was purchased by an owner user.

Analysis and Comparison of Comparable Sales

Typically, comparables are analyzed using a combination of quantitative and/or qualitative comparative techniques. In applying quantitative adjustment techniques, mathematical processes are used to identify those items of comparison that require adjustment and to measure the amount, if any, of the indicated adjustment(s). Analytical techniques commonly utilized to measure quantitative adjustments include paired data set analysis, statistical analysis, graphic analysis, trend analysis, cost-related analysis and secondary data analysis. However, although these techniques are theoretically sound, their use is somewhat limited because of the imperfect nature of the real estate market and the lack of sufficient market data to quantify adjustments.

Therefore, in this analysis in those instances where an adjustment could not reasonably be quantified, a qualitative technique was used instead, or more specifically a relative comparison analysis. In relative comparison analysis, the applicable elements of comparison for each comparable sale are analyzed to determine if a comparable sale is inferior, superior or equal to the Subject Property based on the individual element of comparison. After all the applicable elements of comparison are analyzed, a net relative value indication of each comparable is determined. Based on this relative value indication, the comparables are then reconciled into a value indication by arraying them relative to the Subject Property.

In this valuation analysis, the adjustment categories for which quantifiable adjustments could reasonably be made will be analyzed first. Following this analysis will be a summary of the quantifiable adjustments and the adjusted value indications of each of the comparable sales. The analysis and summary of quantifiable adjustments will then be followed by a relative comparison analysis of the remaining elements of comparison.

The first set of categories considered are as follows:

- ◆ Real Property Rights Conveyed
- ◆ Financing Terms
- ◆ Conditions of Sale
- ◆ Improvements made immediately after the sale
- ◆ Market Conditions (Date of Sale)

Property Rights Conveyed: An adjustment for the real property rights conveyed reflects differences in income generating potential of a property encumbered with leases versus an unencumbered property. An adjustment consideration is needed to account for differences between various market and contract rents. No adjustments are necessary if the interest appraised is the same as the comparable transferred, or if the rental rates are at market levels. This is an appraisal of the fee simple estate in the Subject. The fee simple interest was conveyed in all of the comparable sales; therefore, no adjustments are indicated for this category.

Financing: This adjustment category considers the impact of non-market financing provided by the seller. When financing by the seller is more favorable than that achievable from a third party, value attributed to the favorable financing may be reflected with an increase in the sale price. No adjustment is necessary if the sales are cash to the seller, or if the seller financing is at market levels. Comparable 1 was financed by the seller, requiring a downward adjustment. Comparables 2, 3, 4, and 5 were all-cash transactions; therefore, no adjustments were necessary.

Conditions of Sale: This adjustment category reflects non-market motivations of buyers and/or sellers. Conditions of sale are considered to be at market levels when properties are properly exposed to the market for a reasonable period of time, when the transactions are arm's-length in nature, and when there are no unusual circumstances or extraordinary motivations. All the comparables appear to have sold under typical conditions; therefore, no adjustments were necessary.

Expenditures Made Immediately After Purchase: A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because these costs affect the price the buyer agrees to pay. We are not aware of any expenditures made immediately after the purchase of the comparable sales; therefore, no adjustments were indicated.

Market Conditions: This category accounts for changes in market conditions over time. Changes in market conditions generally reflect changes in the relationship between supply and demand over time. The Effective Date of the Appraisal is February 15, 2024. The date of recordation of the comparables ranged from November 2021 to October 2023.

We were unable to determine a correlation between sale dates based on the comparable sales, due to the few numbers of comparables and the lack of recent sales, which indicates a lack of demand. Furthermore, based on discussions with market participants, sale prices appear to have been relatively stable to slightly improving over the last few years. Comparables 1 and 2 are recent sales; therefore, no adjustments are necessary, while Comparables 3, 4, and 5 are older sales, requiring upward adjustments for improved market conditions.

The second set of categories considered are as follows:

- ◆ Location
- ◆ Building Area
- ◆ Interior Build-Out
- ◆ Construction Quality
- ◆ Year-Built/Condition
- ◆ Land-to-building ratio
- ◆ Use

Location: An individual characteristic of real estate is location; therefore, because each comparable has a different location and demographics than the Subject, it is necessary to determine if an adjustment is warranted for applicable differences. The Subject Property is located along Main Street, which is an arterial street and commercial corridor through the community of Eagar; furthermore, the Subject Property has good exposure and access from this arterial roadway.

Comparable 1 is located along Mountain Avenue, which is an arterial street and commercial corridor within the communities of Springerville and Eagar; furthermore, this comparable is part of a larger shopping center and is superior to the Subject, based on location, requiring a downward adjustment.

Comparable 2 is located along Harless Street, which is a surface street with minimal traffic exposure and is considered a secondary commercial location. Overall, when compared to the Subject a large upward adjustment for location is necessary.

Comparable 3 is located along Main Street (U.S. 60), which is the main arterial street through the community of Springerville; however, this comparable is located on the far edge of the town limits with limited and inferior surrounding development compared to the Subject, requiring an upward adjustment for this category.

Comparable 4 is located along Deuce of Clubs (U.S. 60), which is an arterial roadway and commercial corridor through the community of Show Low. The City of Show Low is the commercial hub of the White Mountain Area and is superior in demographics and surrounding development when compared to the Subject; therefore, a downward adjustment is necessary for this category.

Comparable 5 is located along Main Street (Highway 77), which is a main arterial roadway and commercial corridor through the community of St. Johns; however, this community is smaller and considered inferior to the Subject with slightly inferior demographics and surrounding development, requiring an upward adjustment.

Building Area: The Subject Property consists of three buildings totaling 6,234 square feet. The comparable properties range in size from 2,562 square feet to 5,123 square feet. Larger properties typically sell for a lower unit price, while smaller properties often sell for a higher unit price as economies of scale often lead to lower and higher unit prices.

Comparables 1, 2, 3 and 4 are smaller in size when compared to the Subject, requiring downward adjustments for this category.

Comparable 5 is relatively similar in size as the Subject, therefore, no adjustment is indicated.

Construction Quality: The Subject Property is constructed from a combination of slump block (Building A) and wood frame (Buildings B and C) of average quality.

Comparables 1, 2, 3, and 4 are constructed completely of wood frame and siding and are inferior when compared to the Subject Property, requiring upward adjustments.

Comparable 5 is constructed completely from masonry block and is similar to the Subject; therefore, no adjustment is indicated.

Year Built/Condition: The Subject's main structure (Building A) was constructed in 1967 as a single-family residence that has since been converted/renovated for an office use. This structure is considered to be in fair-average condition for its age. Furthermore, there are two prefabricated buildings (Buildings B and C) on the site that were constructed in 2000 and 2003. These two structures are also considered to be in fair-average condition.

Comparables 1, 2, and 3 were constructed in 1997, 2000, and 1986, respectively, and are in average condition. Overall, when compared to the Subject, these properties are considered superior in condition to the Subject, requiring downward adjustments.

Comparables 4 and 5 were constructed in 1964 and 1971, respectively, and are in similar condition as the Subject; therefore, no adjustments are indicated for this category.

Land-to-Building Ratio: Typically, properties with a higher land-to-building ratio sell for a higher price than properties with smaller land-to-building ratio. This is due to the excess or surplus of land that contributes to the value of the property. The Subject Property has a land-to-building ratio of 8.45:1.

Comparables 1, 2, and 5 have relatively similar land-to-building ratios as the Subject, requiring no adjustments.

Comparable 3 has a superior land-to-building ratio compared to the Subject, requiring a downward adjustment for this category.

Comparable 4 is adjusted upward for an inferior land-to-building ratio than the Subject.

Use/Build-Out: The Subject Property is built-out for use as a commercial property, that was previously utilized as a small satellite campus for a college.

Comparable 1 is built-out for a retail use of average quality and is inferior when compared to the Subject, requiring an upward adjustment.

Comparables 2, 3, 4, and 5 have all or some build-out for office space of average quality similar to the Subject; therefore, no adjustments are indicated.

Summary of Adjustments: The adjustments discussed in the preceding analysis are summarized in the following table:

Improved Comparable Summary and Adjustment Grid						
Identification	Subject	1	2	3	4	5
Address	578 N. Main St.	279 S. Mountain Ave.	75 N. Harless St.	245 W. Main St.	580 E. Deuce of Clubs	355 W. Cleveland St.
City, State	Eagar, AZ	Springerville, AZ	Eagar, AZ	Springerville, AZ	Show Low, AZ	St. Johns
Sale Data						
Sale Price	-	\$285,000	\$225,000	\$250,000	\$255,000	\$145,000
Size in Square Feet	6,234	2,612	2,562	3,280	3,755	5,123
Price Per S.F.	-	\$109.11	\$87.82	\$76.22	\$67.91	\$28.30
Quantitative Adj.						
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	-	\$0	\$0	\$0	\$0	\$0
Adjusted Price	-	\$285,000	\$225,000	\$250,000	\$255,000	\$145,000
Financing	Cash to Seller	Seller Carry	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller
Adjustment	-	(\$28,500)	\$0	\$0	\$0	\$0
Adjusted Price	-	\$256,500	\$225,000	\$250,000	\$255,000	\$145,000
Cond. of Sale	Typical	Typical	Typical	Typical	Typical	Typical
Adjustment	-	\$0	\$0	\$0	\$0	\$0
Adjusted Price	-	\$256,500	\$225,000	\$250,000	\$255,000	\$145,000
Improvements After Sale	None	None	None	None	None	None
Adjustment	-	\$0	\$0	\$0	\$0	\$0
Adjusted Price	-	\$256,500	\$225,000	\$250,000	\$255,000	\$145,000
Date of Recordation	Feb-24	Oct-23	Jun-23	Jun-22	May-22	Nov-21
Adjustment	-	0.00%	0.00%	2.50%	2.50%	3.00%
Total Adjustment	-	\$0	\$0	\$6,250	\$6,375	\$4,350
Adjusted Price	-	\$256,500	\$225,000	\$256,250	\$261,375	\$149,350
Adj. Price Per S.F.	-	\$256,500	\$225,000	\$256,250	\$261,375	\$149,350
Qualitative Adj.						
Location	Good	Superior	Inferior	Inferior	Superior	Inferior
Adjustment Factor	-	Downward	Large Upward	Upward	Downward	Upward
Building Area	6,234	2,612	2,562	3,280	3,755	5,123
Adjustment Factor	-	Downward	Downward	Downward	Downward	None
Construction Quality	Slump Block/Wood	Wood	Wood	Wood	Wood	Masonry
Adjustment Factor	-	Upward	Upward	Upward	Upward	None
Year Built/Condition	1967, 2003 & 2006/Fair-Avg.	1997/Avg.	2000Avg.	1986/Avg.	1964/Fair	1971/Fair
Adjustment Factor	-	Downward	Downward	Downward	None	None
Land-to-Building Ratio	8.45:1	6.67:1	7.39:1	13.28:1	4.41:1	8.50:1
Adjustment Factor	-	None	None	Downward	Upward	None
Use/Build-Out	Office	Retail	Office/Retail	Office/Warehouse	Office/Retail	Office
Adjustment Factor	-	Upward	None	None	None	None
Net Adjustment						
Net Adjusted Factor	-	Downward	Upward	Downward	Downward	Upward

Sales Comparison Approach Reconciliation and Conclusion

To conclude a value, the Subject Property and comparable sales are arrayed in the following table relative to their comparability to the Subject Property:

Array by Net Relative Rating		
Comparable Sale	Adjusted Price	Net Adjustment
4	\$261,375	Downward
1	\$256,500	Downward
3	\$256,250	Downward
Subject	-	-
2	\$225,000	Upward
5	\$149,350	Upward

Based on this analysis, the comparable sales indicate a value for the Subject Property below the adjusted sales price of Comparable 3 (below \$256,250) and above the adjusted sales price of Comparable 2 (above \$225,000).

Recognizing the characteristics of the Subject and the comparables, it is our opinion that the indicated Market Value of the Subject Property is \$250,000.

Therefore, based on the Sales Comparison Approach to value, it is our opinion that the Market Value of the fee simple estate in the Subject Property, as of February 15, 2024, is:

TWO HUNDRED FIFTY THOUSAND DOLLARS
\$250,000

RECONCILIATION AND FINAL VALUE OPINION

Reconciliation is the process whereby the appraiser evaluates and selects from among alternative conclusions or indications, a single conclusion of value. An orderly connection of interdependent elements is a prerequisite of proper reconciliation. This requires a re-examination of specific data, procedures, and techniques within the framework of the approaches used to derive preliminary estimates. Each approach is considered a recognized appraisal technique and is reviewed separately by comparing it to the other approaches to value in terms of adequacy, accuracy, completeness of reasoning, and overall reliability.

Within the scope of this report, all three approaches to value have been considered; however, only the Cost and Sales Comparison Approaches were utilized. The value indications of each approach are summarized as follows:

Cost Approach: **\$245,000**

Sales Comparison Approach: **\$250,000**

The **Cost Approach** is based on estimating the cost of developing a property equivalent to the Subject. It is considered reliable for new construction but is relatively unreliable when there is significant accrued depreciation. The Subject Property consists of a mixture of components with a single-family residence converted to office space and two prefabricated buildings utilized for office and/or classroom space; therefore, the Cost Approach was utilized to provide an indication of the Subject's Market Value.

In the **Sales Comparison Approach**, sales of relatively similar buildings in the area were considered. There were a limited number of properties that have recently sold; therefore, we expanded our search to include older sales. In this instance, location, physical characteristics and economic characteristics were prime considerations in our selection of the comparables. The quantity and quality of the comparables for this market are average and adequate. After adjustments, a value range of the Subject Property was estimated. After analysis and comparison of the comparables to the Subject Property, it is our opinion that the Sales Comparison Approach provides a reliable indication of value for the Subject Property.

The **Income Approach** is based on the market rents of similar properties by estimating the Subject's potential gross income based on current rental rates of comparable properties. It should be noted that with the location of and attributes of the Subject Property and the high vacancy of retail and office space, there was a lack of comparable rental data. The Subject is located in a small, rural community with the majority of properties with similar attributes to the Subject are typically purchased by owner users; therefore, the Income Approach was not utilized.

Overall, it is our opinion that adequate market information provided support for the conclusions derived from the Cost and Sales Comparison Approaches.

As a result of our investigation and analysis, and with most emphasis on the Sales Comparison Approach, it is our opinion that the Market Value of the fee simple estate of the Subject Property, as of February 15, 2024, is:

TWO HUNDRED FIFTY THOUSAND DOLLARS
\$250,000

ADDENDA

- ◆ **SUBJECT PHOTOGRAPHS**
- ◆ **ZONING DESCRIPTION**
- ◆ **APPRAISERS' QUALIFICATIONS**

SUBJECT PHOTOGRAPHS



View of the Subject from Main Street



View of the Subject from Main Street



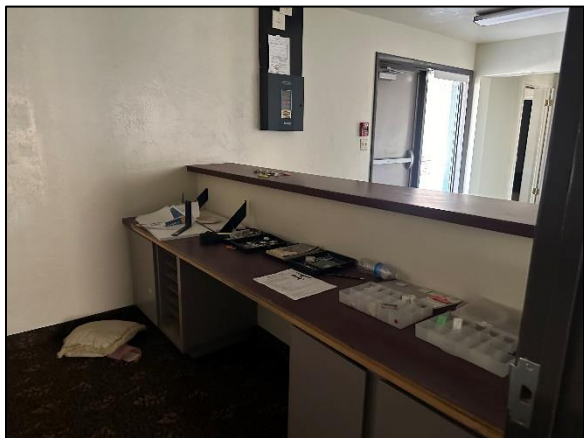
View looking northeast at the Subject



View looking north at Buildings B and C



Lobby/Reception Area (Building A)



Reception Area (Building A)



Lobby Fireplace (Building A)



Office/Conference Room (Building A)



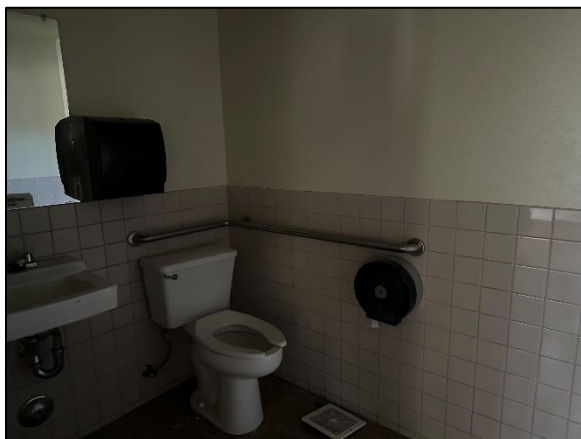
Interior View (Building A)



Office (Building A)



Office (Building A)



Restroom (Building A)



Building B



Interior View (Building B)



Interior View (Building B)



Interior View (Building B)



Interior View (Building B)



Restroom (Building B)



Building C



Interior View (Building C)



Interior View (Building C)



Interior View (Building C)



Interior View (Building C)



Water Leak Stains (Building C)



View Looking North Along Main Street



View Looking South Along Main Street

ZONING DESCRIPTION

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Chapter 18.48 - C-1 CENTRAL BUSINESS DISTRICT ZONE

18.48.010 - Purpose.

The purpose of this district is to provide for general commercial uses within the community.

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

18.48.020 - Permitted uses.

In the C-1 zone, the following uses are permitted:

- A. Enclosed retail sales of new and/or secondhand merchandise such as, but not limited to; apparel and accessories; dry goods, foods, flowers; garden supplies; hardware; gifts and novelties; pet and hobby supplies; jewelry; liquor, by package only; audio and video; household supplies; newspapers, magazines and books; paint, wallpaper and glass; shoes, sporting goods; stationery; tobacco; toys; variety store goods; and similar convenience goods;
- B. Personal appearance service establishment; including, but not limited to beauty salons, barber shops, tattoo parlors, and personal fitness centers; collection and distribution of laundry and dry cleaning; self-serve laundry and dry-cleaning establishment; shoe repair; and similar personal service establishments;
- C. Governmental services and public utility offices and exchanges (excluding storage or repair services); provided, all antennas which extend above the building height shall be by conditional use permit;
- D. Dancing, art and music schools;
- E. Hotels and motels;
- F. Radio and TV studios;
- G. Headquarters building of charitable, philanthropic and welfare organizations; provided, that their primary activities are administrative and clerical rather than residential in nature;
- H. Establishments whose principal function is basic research design and pilot or experimental product development; provided, such activities are conducted within a completely enclosed building;
- I. Light manufacturing as defined in Chapter 18.08, Definitions, and shall be free from noise, odor or visible emissions when measured at the property lines, outdoor storage shall not be permitted;
- J. Any office which goods, wares or merchandise are not commercially created, displayed, stored, sold or distributed directly from the premises;
- K. Offices wherein professional, financial, administrative, clerical, real estate, employment, insurance, travel, utility, governmental, private security, newspaper services and similar office services are rendered; medical, chiropractic, dental or similar offices and clinics for outpatients only, pharmacy, optometry office or similar uses;
- L. Filling stations; provided, that facilities for tire changing and repair, polishing, greasing, washing and minor repair and servicing of motor vehicles are entirely enclosed within a building; excluding however auto or trailer sales/rental, and general sales of auto parts or other merchandise;
- M. Carwashes;
- N. Establishments serving food or beverages (including alcohol) for consumption inside the main building;
- O. Fast food establishments with or without a drive through window;

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- P. Banks;
- Q. Service establishments, personal apparel, repair and construction service establishments combining retail outlet, offices with enclosed workshop such as interior decorator, custom dressmaker or tailor, milliner, photographer, blue-printer, minor household appliance repair, motor less bicycle sales and service, heating and plumbing equipment, electrical fixtures and service, air conditioning, custom upholstery and furniture repair, sign painting, custom awning fabrication, bakery, auto, truck, boat and motorcycle sales, auto body repair and painting, tire re-treading, tool sharpening and similar activities no more objectionable in character;
- R. Public garages, taxi and ambulance service and storage, bus terminals;
- S. Outdoor sales, of autos, trucks, boats, mobile homes, travel trailers, farm machinery and implements, and heavy equipment;
- T. Commercial laundries, cleaning and dyeing plants;
- U. Pet stores, veterinary office and clinics or pet salons; provided that all pens and enclosures for small animals are entirely within a building;
- V. Indoor commercial amusement enterprises such as assembly halls, dancehalls, skating rinks, bowling alleys, indoor theaters, billiard parlors;
- W. Churches, temples, synagogues or other houses of worship;
- X. Mortuaries, funeral homes or funeral chapels;
- Y. Public and private schools;
- Z. Day care facilities, child care centers or nurseries, in accordance with state law;
- AA. Libraries and museums;
- BB. Keeping of animals;
- CC. Farmer's markets not to exceed three days per week;
- DD. Any such other uses which are determined by the planning and zoning commission to be similar to those uses listed in this section and not detrimental to the public health, safety and general welfare.

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

18.48.030 - Accessory uses.

In the C-1 zone, the following accessory uses are permitted:

- A. Any use customarily incidental to a permitted principal use;
- B. Temporary outdoor sales in conjunction with and at the location of a permitted use. Such temporary outdoor sales shall be for a period of no longer than three days per month.

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

18.48.040 - Conditional uses.

In the C-1 zone, the following uses require a conditional use permit:

- A. Residences and uses allowed in the R2-7 zone, subject to the property development standards of the R2-7 zone;
- B. Manufactured home parks, subject to the property development standards of the MHP zone;
- C. Establishments serving food or beverage outside of a closed building;

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- D. Outdoor commercial amusement establishments such as miniature golf, drive-in theaters;
- E. All commercial broadcasting and receiving antennas;
- F. Outdoor sales and storage of lumber and building materials, secondhand merchandise and used auto parts, rental of tools;
- G. Sale of packaged grain, feed, seed and fertilizer, farm and garden supplies and nursery stock;
- H. Public utility buildings, structures or appurtenances thereof for public service use, extension of public service lines in public or private right-of-way is exempt from this requirement;
- I. Wholesaling, warehousing, and enclosed storage of food, household goods and equipment, refrigerated warehousing, food lockers, general storage; provided, all such activity (except for loading and unloading) is conducted within a completely enclosed building unless specifically allowed otherwise in this title;
- J. Building and ground maintenance services;
- K. Medical and dental laboratories, research and testing laboratories;
- L. Hospitals;
- M. Trade schools;
- N. Sexually oriented businesses;
- O. Medical marijuana dispensary (no cultivation), subject to the following conditions and limitations:
 - 1. Applicant shall provide:
 - a. The name(s) and location(s) of the offsite medical marijuana dispensary associated with the cultivation operation.
 - b. A copy of the operating procedures adopted in compliance with A.R.S. Section 36-2804(B)(1)(c); and
 - c. A survey sealed by a registrant of the State of Arizona showing the location of the nearest medical marijuana dispensary or cultivation location if within five hundred feet.
 - d. Site plan, floor plan, building permits for occupancy change, and a security plan.
 - 2. Shall be located on Main Street between Central Avenue and Fourth Avenue in an enclosed permanent building and may not be located in a trailer, cargo container or motor vehicle.
 - 3. Shall not be larger than a maximum of one thousand gross square feet.
 - 4. Shall not be located within five hundred feet of the same type of use. This distance shall be measured from the exterior walls of the building or portion thereof in which the businesses are being conducted or proposed to be conducted.
 - 5. Shall not be located within five hundred feet of a preschool, kindergarten, elementary, secondary or high school, and two hundred feet from a place of worship, public-park or community center. This distance shall be measured from the exterior walls of the building or portion thereof in which the cultivation business is conducted or proposed to be conducted to the property line of the protected use.
 - 6. Shall have operating hours not earlier than ten a.m. and not later than eight p.m.
 - 7. Drive-through services are prohibited.
 - 8. Cultivation of medical marijuana is prohibited.
 - 9. Shall provide for proper disposal (a manner set forth by Arizona Department of Health) of marijuana remnants or by-products, and not to be placed within the facility's exterior refuse containers.
- P. Taxi stand, bus stop, public parking lots and garages;
- Q. Construction equipment yards;

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- R. Outdoor storage;
- S. Any such other uses which are determined by the planning and zoning commission to be similar to those uses listed in this section and not detrimental to the public health, safety and general welfare.

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

18.48.050 - Commercial property development standards.

Zoning District	Min. Lot Area	Min. Avg. Lot Width	Min. Lot Frontage	Min. Front Yard	Min. Side Yard	Min. Rear Yard	Min. Size Dwelling	Max. Lot Coverage	Max. Bldg. Height	Minimum Finished Floor Elevation
C-1	7,000 sq. ft.	70 ft.	30 ft.	10 ft. See "d"	See "d"	See "d"	None	None	30 ft. See "a"	See "b" and "c"

- a. Heights over thirty feet may be allowed with a conditional use permit.
- b. For parcels in a flood zone, check with floodplain manager for finished floor elevation.
- c. Minimum Elevation of Lowest Finished Floor. The determination of the minimum elevation of the lowest finished floor shall be made by the community development director on a site-specific basis. However, in general, if the height of the top of the stem wall is lower than the crown of the nearest road to any corner of the building, the lowest finished floor must be eighteen inches above the highest point of the finished dirt grade adjacent to the building. Any parcel with the lowest finished floor elevation higher than the nearest road at the crown must be elevated twelve inches above the highest point of finished dirt grade adjacent to building. Sub grade construction will have an International Residential Code (IRC) approved water barrier applied up to twelve inches above grade. All other construction will be elevated as required by the IRC, or as required by Title 16, Flood Damage Prevention.
- d. Minimum setbacks, ten feet when abutting noncommercial use or a corner lot. Yards of less than ten feet may be allowed by conditional use permit; however, the setbacks must provide a twenty-foot access at side and/or rear of the property for fire protection.
- e. Screening. All commercial uses shall be screened from any adjacent noncommercial or nonindustrial zone by a solid masonry or solid wood fence six feet in height.
- f. When a commercial zoned property is being split into additional parcels, and it will be solely used for commercial purposes, the division of such property shall be subject to the land split requirements in Title 17 with the exception of the number of splits. There shall be no limit on the number of splits as long as each split meets the development standards.

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Such splits will also be exempt from all other requirements of Title 17 Subdivisions. However the following additional development standards shall be followed:

1. If a new road or street is created, the new road or street shall comply with the town of Eagar road standards.
2. Each new parcel or pad shall have a drainage report completed by a registered engineer prior to the development of the parcel or pad. If the use includes hazardous material a containment plan shall be submitted prior to approval.
3. The town and the developer shall enter into a development agreement for all new infrastructure, which will become part of the town of Eagar's systems. If approved in the development agreement the infrastructure improvements maybe phased over time.
4. Irregular shaped lot splits may not be approved if it is decided that it is not good planning.
5. The planning and zoning commission and the town council shall approve the division of all commercial zoned property, which creates a new street.

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

18.48.060 - General provisions.

A. Accessory Buildings.

1. Detached. Any detached accessory building or swimming pool in any zone shall not be located in the required front yard, shall be at least three feet from the main structure, shall be at least three feet from the rear and interior side lot lines and outside of any easement.
2. Area of Accessory Buildings. Accessory buildings in any residential zone shall cover not more than twenty-five percent of the rear yard.
3. Prohibited as Living Quarters. Living and sleeping quarters shall not be permitted in any accessory building in any residential zone.

B. Accessory Uses. Use which is incidental, related, appropriate and clearly subordinate to the main use of the lot or building, and which does not alter the principal use of the lot or building, shall be allowed to be established.

C. Alternative Power Generation.

1. Rooftop, building-mounted, ground-mounted and freestanding alternative heating, cooling units, greenhouses, wind generation and associated apparatus are permitted in all zoning districts, notwithstanding any other provision of this title.
2. Alternative power generation equipment may be located in a rear or side yard, provided that such apparatus does not cover more than thirty percent of that side or rear yard and shall be no closer than three feet to any lot line.
3. Alternative power equipment is subject to the height requirements in this section, item "E".
4. Alternative power generation units may be located in the front yard, provided a conditional use permit has been obtained for that purpose.
5. Towers. When towers are used for the generation of electricity or the mounting of alternative power equipment, such towers shall be placed on the property so that if the tower were to collapse, the tower would remain on the property that it is located. The setback shall be the height of the tower or highest point of the supported equipment plus ten feet.
6. Permits. All alternative power generation equipment installations are required to have a permit and site plan

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approval.

D. Reserved.

E. Building Height Requirements.

1. Application. No building shall be erected, reconstructed or structurally altered to exceed in height the limit hereinafter designated for the zone in which such building is located, except as otherwise specifically provided.
2. Exceptions. Height regulations established elsewhere in this title shall not apply:
 - a. In any district, to church spires, belfries, cupolas and domes not for human occupancy; monuments, water towers, flagpoles, provided that such structures shall be so located and constructed that if it should collapse, its reclining length would still be contained on the property on which it was constructed;
 - b. In any district, to noncommercial radio or television antennas;
 - c. In any district, to solar heating or cooling apparatus, the plans of which have been approved by the community development director.

F. Dead or Diseased Tree Removal on Private Property. The owner of any private property within the town of Eagar shall remove all dead and diseased trees from their private property when such trees constitute a hazard to life or property or harbor insects or disease, which constitute a potential threat to other trees within the town. In the event of the failure of the owners to remove dead or diseased trees, the town may abate the removal as outlined in Title 8 of the town code.

G. Manufactured Home Placement. Manufactured home placement in this zone is allowed by an approved conditional use permit only. For placement standards, see paragraph H of the general use provisions in any residential zoning districts.

H. Outdoor Storage.

1. Firewood, for personal use, shall be allowed as long as it is cut into a maximum of three-foot lengths (split or rounds), or totally screened if longer than three feet.
2. Junk automobiles shall be stored only in those zones in which they are specifically allowed. All abandoned or inoperable vehicles or vehicles in residential areas being restored or repaired for longer than ninety days shall be stored safely within a lawful, enclosed building or structure or screened by a lawful fence in such a manner as to not be visible from beyond the lot boundaries or shall be stored on the premises or business enterprise operated in a lawful place and manner in accordance with the provisions of the town of Eagar Code where the storage of the vehicle is necessary to the operation of the business enterprise.
3. For this section a vehicle means a device in, on, or by which a person is or may be transported or drawn on a public highway, which must be licensed and registered to be on the public highway. This would not include construction or farm equipment.
4. No yard or other open space in any zone shall be used for the storage of junk, debris or garbage in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed, and no land shall be used for such purposes except as specifically permitted in this title.

I. Projections Over and Into Required Yards.

1. Awnings, open fire escape balconies, fire escape stairs, window-type refrigeration units, suspended or roof evaporative coolers, and similar features, may project not more than five feet over any required yard, provided that they shall be no closer than three feet from any lot line.
2. Architectural details such as canopies, cornices and eaves may project not more than four feet over any

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required yard, provided that they shall be no closer than three feet from any lot line.

3. Sills, leaders, belt courses and similar ornamental features may project not more than six inches over or into a required yard.

J. Signs.

1. General Exceptions, Limitations, and Requirements.

- a. No sign is allowed in any zone without a sign permit, with the following exceptions:
 - i. Signs six feet square or smaller, which are made of metal, stone, or other incombustible material built into, or attached to the walls of a structure;
 - ii. Governmental or public utility traffic control, directional and informational signs, or window signs and posters (nonpolitical) for special events posted less than four weeks prior to an event and removed within ten days after the event;
 - iii. Political signs provided they are removed within ten days after the election.
 - iv. Special event signs.

2. Sign Permit Application. An application for a sign permit shall be filed with and on a form prescribed by community development. The application shall include the following:

- a. Drawing showing size, height, location and shape of sign;
- b. Description of materials used and method of mounting;
- c. Landscaping;
- d. Existing signs;
- e. Any information community development might need to evaluate the sign proposal;
- f. Payment of the filing fee in an amount established by a schedule adopted by resolution of the council. No part of the filing fee shall be returnable. Payment of the filing fee shall be waived when the petitioner is an official or agency of the city, county, state or federal government;
- g. Plan Review. Within ten days after receipt of a complete application for a sign permit, community development shall review the sign plans, and deny, approve or conditionally approve said plans, basing the decision on the conformity of the proposal with the provisions of this section.

3. Illumination. Every illuminated sign must be placed as to prevent glare or reflection from being cast on any adjoining residentially zoned property, or any beam or ray of light from being directed at any portion of a public street, alley, or other right-of-way.

4. Maintenance. Signs must be cleaned and repainted, as necessary, and otherwise maintained to prevent and eliminate peeling, cracking, discoloration, fading, covering with dirt or other material, and other similar problems caused by common weather conditions.

5. Nonconforming Signs.

- a. Any nonconforming sign may be continued in use; except, that in the event that any such sign is damaged to exceed fifty percent of the reproduction value, or is removed or destroyed by any means whatsoever, including fire, collapse, explosion, act of the owner, act of public enemy, or act of God, such signs may be restored, reconstructed, altered or repaired only to conform with the provisions of this chapter. Reasonable repairs may be made to nonconforming signs. No improvements or expansion of nonconforming signs are permitted.

6. Area.

- a. The area of the signs composed of individual fabricated or painted letters mounted directly on a building

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facade without painted or other background shall be computed by measuring the squared-off area of individual letters and adding fifty percent of the total area of the letters.

- b. For all other types of signs, the area shall include the entire area within a single continuous perimeter enclosing the extreme limits of the sign.
 - c. A spherical, double-faced or multi-faced sign shall be counted as one sign, and its measured area shall be the maximum surface, which is visible from any single viewing position on or above the ground.
7. Overhead Clearance Signs. Overhead clearance signs are required on any building or structure spanning any doorway, alley, street, or roadway, through which or under which vehicles enter or exit.
8. Prohibited Signs.
- a. Animated Signs, Sounds, Substances. Animated signs are prohibited unless a conditional use permit has been approved for said sign.
 - b. Edge Treatment and Borders. Except for signs consisting of individual letters mounted against a nondifferentiated surface, signs with no edge treatment or border are prohibited.
 - c. Egress and Access Obstructions. No sign may be erected, relocated, or maintained such that it would prevent free ingress to or egress from any door, window, or fire escape, nor shall any sign be attached to a standpipe or fire escape.
 - d. Intermittent, flashing, and nuisance illumination is prohibited on any sign, except those which alternatively display time and temperature or message having a maximum face area not exceeding one hundred square feet.
 - e. Obscene Signs. Statements, symbols and signs are prohibited which:
 - i. Would be found by the average person applying contemporary state standards to be offensive and/or demeaning;
 - ii. In a patently offensive way depict or describes sexual activity; and
 - iii. Lacks serious literary, artistic, political, or scientific value.
 - f. Obsolete Signs. The owner of the property must remove obsolete signs, and their supporting structures and frames.
 - g. Off-site signage, such as off-premises advertising signs or billboards, except as otherwise provided in this chapter.
 - h. Vehicle signs, signs exceeding three square feet in area which are mounted, attached, or painted on boats or other vehicles parked on the premises being advertised, and signs mounted on or against a vehicle, except:
 - i. Signs utilized by bona fide nonprofit organizations on a periodic basis for a period not exceeding two weeks, which announce or provides directional information for/to a special event;
 - ii. Signs which identify a business which are painted on or permanently affixed to an operable vehicle which is utilized on a daily or otherwise regular basis in the conduct of said business.
 - i. The tacking, erecting painting, pasting, or otherwise affixing of signs or posters, visible from a public way, on walls of buildings, sheds, trees, rocks, fences, fence posts, utility poles, or other structures or natural features, or upon vehicles where such vehicles are used primarily as a support for such signs, is prohibited.
9. Signs in the Public Right-of-Way. Business signs placed in a town right-of-way may not exceed thirty-six inches in height or six square feet in total area. Signs may be placed in a town right-of-way only after the planning

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and zoning commission approves the design and location with the following exceptions:

- a. Special event signs will be allowed in town rights-of-way not to exceed three square feet in total area and thirty-six inches in height for a period not longer than ten days prior to the event and taken down within two days after the event.
 - b. For approved signs that are to be placed in a right-of-way where the business is not located, the owner of the sign is responsible to get written permission from the adjoining property owner of the right-of-way where the sign is to be placed.
 - c. No sign may be erected or maintained at or near any intersection of streets, alley, or other public right-of-way such that it would obstruct free and clear vision; or at any location where, by reason of its position, shape, color, or illumination, it could interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device, or with any device mounted on a police or fire protection vehicle; or which makes use of the words, "STOP," "LOOK," "DANGER," or any other word, phrase, symbol, or character such that it would interfere with, mislead, or confuse traffic.
 - d. Damage. The town will not be held responsible for any damage done to any sign placed in any right-of-way. The owner of the sign will be responsible for the removal or repair of the sign no matter how it was damaged.
 - e. Annual Renewal/Revocation of Use. The owner of a sign placed in the town right-of-way will apply annually for a sign permit. The planning and zoning commission may at any time revoke or deny the use of any town right-of-way for the placement of a sign. After written notice of revocation or nonrenewal, the owner of the sign will remove the sign within thirty days after notification.
 - f. Signs allowed by this section may not be placed in any ADOT right-of-way.
 - g. Temporary real estate signs, not to exceed three square feet may be placed in the public right-of-way as long as the premises being sold or constructed, fronts on said public right-of-way. Signs shall be located within two feet of the property line and may be placed perpendicular to roadway. Signs shall be installed in such a manner as to prevent signs from creating a hazard for traffic or pedestrians.
 - i. Each real estate company who desires to place signs in the right-of-way shall pay an annual fee established by the town council.
10. State Regulations. Along all state highways, state regulations govern where they are more restrictive than those contained in this chapter.
11. Political Signs.
- a. Main Street from Seventh Avenue South to Second Street is designated as a commercial tourism sign-free zone. No political signs are allowed to be placed in any right-of-way in this area.
 - b. In all residential/commercial zones, prior to placing any political sign in any right-of-way, those placing the political sign shall receive written permission from the adjoining property owner to place a political sign in front of that property.
 - c. The height of any political sign in any town right-of-way shall not be over thirty-six inches.
 - d. In addition to the requirements listed above, political signs shall comply with A.R.S. Section 16-1019.
12. Temporary Signs. Real estate, construction, and subdivision development signs may be located within the front setback, but must be removed within fifteen days after the property on which they are located has been sold or leased, or within fifteen days after completion of the construction work.
- a. Construction. One temporary sign not exceeding thirty-two square feet which names the realty company, architect, engineer, owner and/or contractor may be located on the site of any structure under

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- construction, renovation alteration;
 - b. Real Estate. Every lot may have one temporary real estate sign plus one additional sign for every three hundred fifty feet of street or highway frontage in excess of three hundred fifty feet provided that such signs advertise only the sale, lease, or hire of the premises on which they are located; and
 - i. In residential zones, no such sign may exceed six square feet.
 - ii. Signs larger than six square feet and up to sixteen square feet may be allowed with a conditional use permit;
 - iii. In nonresidential zones, no such sign may exceed thirty-two square feet.
 - c. Residential development signs will be limited to one temporary sign at each entrance of a subdivision which names the developer, owner, and/or realty company.
 - i. The sign will not exceed thirty-two square feet in area, not be taller than twenty-five feet in height.
13. Directional Signs. Directional signs may not exceed three feet in height or two square feet in area.
- a. Real estate directional signs may only be arrow type signs and shall be allowed in the public right-of-way.
14. With Non-Profit Uses.
- a. Signs for non-profit organizations or institutions, limited to one per property and not exceeding the following limits:
 - i. One square foot for each one and one-half linear feet of building frontage not to exceed thirty-two square feet in area;
 - ii. Height, freestanding: eight feet; wall-mounted eight feet;
 - iii. No source of illumination may be visible;
 - iv. Set back from any property line at least fifteen feet.
 - b. Signs up to thirty-two square feet in area for each building or occupancy upon approval of a conditional use permit for size, height, and location.
15. Signs Permitted in Commercial Zones.
- a. Address sign not exceeding two square feet in area.
 - b. On-site directional signs not to exceed three feet in height and two square feet in total area.
 - c. Temporary real estate, construction, and residential development signs not to exceed thirty-two square feet in total area.
 - d. Business Marketing Signs. The total sign area for each building frontage for such signs may not exceed one square foot for each one and one-half linear feet of street or occupancy frontage, not to exceed one hundred fifty square feet in total, excepting signs identifying rear or side entrances of any given establishment not to exceed nine square feet in total area. Within these limits, in the commercial zones the following signs are permitted:
 - i. Freestanding Signs. One freestanding sign not exceeding one hundred fifty square feet in area or twenty-five feet in height for each property frontage.
 - ii. Pole Signs. Pole sign(s) not exceeding fifty square feet in area nor twenty-five feet in height. The bottom of the sign must be four feet or less, or if the bottom of the sign is greater than four feet, it must have a minimum height of seven feet.
 - iii. Wall, projecting signs not exceeding twenty feet in height above grade, with a minimum height of the bottom of the sign being eight feet above grade.

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iv. "A" frame freestanding signs not exceeding sixteen square feet and approved anchoring by the planning department when used for the purpose of providing additional advertising. All such signs shall comply with requirements of this section. No such sign is allowed in any public right-of-way.

16. Grand Opening and Special Events Signs.

- a. On-site, special attention getting devices such as banners, pennants, spinners, displays, and balloons, may be allowed for a maximum of fourteen days prior to a planned special event or commencing with the first day of a designated grand opening subsequent to the opening of a new business or change of ownership of an existing business provided that no such device be permitted that would in any way interfere with the safe and orderly flow of traffic or in any way present a danger to the public health, safety, and welfare.
- b. Special event signs will be allowed in the town of Eagar rights-of-way per Section 18.72.120.
- c. Banners. The zoning administrator may approve banners announcing special events to hang across Main Street for a period not to exceed fourteen days immediately preceding the event being announced. Such banners must be removed within five days after the event.
- d. Seasonal Banners. Banners celebrating the four seasons of the year are allowed to be displayed on town owned light poles along Main Street. Such banners will not create a hazard to pedestrians or vehicular traffic.

K. Temporary/Secondary Dwellings.

- 1. A separate dwelling structure may be placed on a residential lot as a secondary and/or temporary residential dwelling if:
 - a. The proposed occupant(s) is/are a family member or individual who has no known family and/or no means of support who requires special care or is aged or infirm and is incapable of maintaining a complete separate residence;
 - b. The setbacks and placement standards in the underlying zone can be met by the proposed location of the secondary or temporary dwelling;
 - c. The proposed dwelling will meet the standards and requirements of the department of building and fire safety, division of manufactured housing;
 - d. The site conditions imposed by the conditional use permit procedure are met.
- 2. Approval of a conditional use permit for a proposed temporary dwelling is subject to the following:
 - a. An approved conditional use permit for the temporary dwelling shall be granted to the applicant and shall not be deemed to run with the land; and
 - b. An approved conditional use permit for the secondary or temporary dwelling is valid for a period as deemed appropriate; provided, however, the planning and zoning director shall revoke such permit at any time, if any of the reasons for which the permit was granted are no longer applicable, or if any imposed conditions are violated.
- 3. A recreational vehicle (such as motor home, camp trailer, camper, etc.) may be occupied on a residential lot for a maximum of thirty consecutive days, not to exceed a total of forty-five days per calendar year, without approval of a conditional use permit. The intent is to allow relatives or friends the privilege of visitation, while maintaining their privacy, for a short period of time or for an immediate, but temporary, solution for hardship or emergency living quarters.

L. Walls and Fences.

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1. Height. No wall, hedge or solid fence over four feet high, or other fence, such as chain link, wrought iron, split r pole or pipe, over five feet high shall be maintained or constructed nearer to the street line than the required fr street-side building setback line or intersection visibility triangle requirements, nor be more than six feet in heig rear or side yards, provided that fences exceeding the above heights may be built around schools and other put quasi-public institutions when necessary for the safety or restraint of the occupants thereof, or for other uses w conditional use permit has been secured for such purposes. These height regulations shall not apply when fenc greater height are required by the planning and zoning commission in order to provide adequate screening as r this title.
2. Hazardous Materials. No wall or fence shall contain barbed wire (except for the containment of livestock), electrical current or charge of electricity, broken glass, or similar hazardous materials or devices, provided that fences enclosing storage areas in commercial and industrial zoning districts may contain barbed wire so long as such wire is located not less than six feet above grade, and provided that fences containing electrical current or barbed wire shall be allowed in any zoning district when a conditional use permit has been secured.
3. Materials and Design. Fences and walls in all zoning districts shall be constructed of material in good condition only. Material must be wood, woven wire, rock, masonry, or pipe of conventional design. Fences or walls of other than specified material or of other than conventional design shall be allowed only by conditional use permit.
4. Permanent Swimming Pools. All permanent swimming pools shall be enclosed by a solid wall, wood or chain link fence not less than five feet nor more than six feet in height so as to prevent uninvited access.

M. Yard/Garage Sales.

1. Yard or garage sales may be held in all zones. There may be twelve such sales held at any given property during any calendar year. No such sales may be held longer than what would be considered reasonable for a typical yard sale. All signs used for attention getting or directions must comply with the following:
2. Yard, garage and moving sale signs may only be allowed in town rights-of-way not to exceed three square feet in total area and thirty-six inches in height, for a period not longer than seventy-two hours. Any yard, garage and moving sale sign will indicate the date(s) of the sale and the complete physical address. All such signs will be anchored and placed in such a manner to prevent them from creating a hazard for traffic or pedestrians. Any such sign not having this information or adequate anchoring or placement will be immediately removed. The town will remove any sign placed on a sidewalk or not removed within twenty-four hours after the sale has ended, and the property owner who placed it there may be cited for a violation of this code.

N. Yard, Lot and Area Requirements.

1. Generally. No building shall be erected, nor shall any existing building be altered, enlarged, moved or rebuilt, nor shall any open space surrounding any building be encroached upon or reduced in any manner, except in conformity with the yard, lot, area and building location regulations designated in this title for the zone in which such building or open space is located, except as otherwise specifically provided.
2. Yards. Except as provided in this title, every part of a required yard shall be open to the sky and unobstructed. Trees, shrubbery, etc., and accessory structures as allowed in this title, shall not be considered obstructions.
3. Yard Space for One Building Only. No required yard or other open space around an existing building, which is needed to comply with the provisions of this title, shall be considered as providing a yard or open space for any other building; nor shall any yard or other required open space on an adjoining lot be considered as

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providing the yard or open space on the lot where a building is to be erected or established.

4. Intersection Visibility Triangle. Within a triangle formed by the street front and side lot lines and a line connecting these lot lines at points measured along these lot lines a distance of twenty-five feet from their intersection, all fixtures, construction, hedges, shrubbery and other planting shall be limited to a height not over three feet above the elevation of the street line level at the same intersecting streets. Within the same triangle, and in the cases where front yards are terraced, the ground elevation of such front yards shall not exceed three feet above the established street line elevation at the said intersecting streets.

(Ord. No. 2013-04, Exh. A, 5-7-2013; Ord. No. 2016-05, Exh. B, 6-18-2016; Ord. No. 2017-01, Exh. A, 2-7-2017)

18.48.070 - Off-street parking and loading.

In the C-1 zone, the off-street parking and loading provisions in Chapter 18.68 of this title shall apply.

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

APPRAISERS' QUALIFICATIONS

**CURRICULUM VITAE OF
JAN A. SELL
MAI, AI-GRS, SR/WA, SRA, CCIM
Certified in AZ, HI, NV, NM, TX**

Jan Sell has been appraising property in the southwestern part of the nation since 1973. He graduated from Arizona State University in 1974 with a Bachelor of Science degree in Business Administration with a specialization in real estate. Before graduation, he began his appraisal career and was awarded the "Outstanding Real Estate Appraisal Student" awarded by the Society of Real Estate Appraisers and Arizona State University. Just prior to graduating, he was hired by Valley National Bank as a staff appraiser. Shortly after graduation, Mr. Sell continued his education there and acted as a liaison between the appraisal profession and the university. He also was a mentor for numerous students seeking a start in the business. In 1983, he received the University's Real Estate Professional of the Year award. He also served as a guest lecturer at Arizona State University undergraduate program and the Master of Science in Real Estate Development program. He continues to occasionally serve as a lecturer, speaker and or panel member at various seminars on real estate related issues. In the spring of 2008, he obtained a Master of Science degree in Real Estate Appraisal (4.0 GPA) from the Opus Graduate School of Business, University of St. Thomas, St. Paul, Minnesota.

In 1978 he started his own business which expanded to 88 employees with offices in Arizona, Nevada, California, and New Mexico. His appraisal practice, which was traditionally lender based, broadened over the years to include larger financial, corporate, governmental and litigation clients. During this period, his litigation support practice grew substantially.

During the late 1980's and early 1990's, he provided appraisals, appraisal reviews, counseling, litigation support and expert witness services for most of the banking industry's regulatory agencies, including the Resolution Trust Corporation, the Federal Deposit Insurance Corporation, the Federal Home Loan Bank Board, and the Federal National Mortgage Association (FNMA). From 1985 to 1990, Mr. Sell helped to organize and subsequently sell Sun National Bank, where he served on the board of directors and loan committee.

Also, he has been retained by numerous entities to perform forensic services involving financial and real estate fraud. He assisted in the discovery of fraudulent activities, which led to the prosecution of numerous individuals. He is a member of the real Estate Counseling Group of America, an elite group of 30 leading Real Estate Appraisers, Counselors and Professionals in the country. His involvement also included the identification, valuation, and disposition of real estate assets and as an expert witness. He has participated in numerous appraisal assignments with other leading professionals from across the country on complex assignments. He has also served as a court appointed commissioner in a land partition action and has been retained as an expert in similar matters.

Mr. Sell also acts as a consultant for legal counsel in a variety of real estate related valuation issues. He was involved in the 6,500-acre Mohave Desert Tortoise Habitat in southern Utah for both the government and property owners. During that assignment, he attended a congressional hearing in Washington D.C. while appraising the land for Bank One Ballpark in Phoenix, he performed a study on the effect of developing a new stadium on the surrounding area. He was also involved in research and analysis regarding the effect of under-ground water contamination on property values in the Phoenix metro area. Mr. Sell also has valued numerous properties in real property tax disputes, including Turf Paradise, a horse racetrack in Phoenix. Numerous other assignments include Brownfield projects, deficiency actions, a variety of types of easements including underground pipelines, easements of necessity, Homeowner Association and CC&Rs disputes, condominium terminations, "Rails to Trails", property rights bifurcation, surface, mineral, water and air rights, and diminution in value involving title insurance claims, underground storage tanks, various nuisances, construction defects, mold, and other detrimental property conditions.

Mr. Sell's years of knowledge and experience in real estate appraisal, brokerage, development, and property management has made him a confident, reputable, and well-respected expert witness. His experience in litigation matters is well balanced between plaintiffs and defendants.

Mr. Sell is a Certified General Appraiser in Arizona, Hawaii, Nevada, New Mexico, and Texas. He holds the MAI, AI-GRS and SRA designations from the Appraisal Institute, the SR/WA designation from the International Right of Way Association and the CCIM designation from the CCIM Institute. He is a licensed Real Estate Broker in Arizona, a Registered Property Tax Agent in Arizona, and a licensed private pilot.

Mr. Sell is President of Sell & Associates, Inc., with offices in Tempe and Lakeside, Arizona. He also has been the General Partner and Managing Member of numerous real estate investment and development entities.

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Web: www.sellassoc.com

Professional Designations and Licenses:

MAI: Appraisal Institute, Certificate #6137, Awarded 1980
SR/WA Member, International Right of Way Association, Awarded 2007
SRA: Appraisal Institute Awarded 1977
CCIM: Certified Commercial Investment Member, CCIM Institute, Certificate #7302, Awarded 1997
AI-GRS: Certified Commercial Review Appraiser, Appraisal Institute, Awarded November 2016

FRICS: Fellow, Royal Institution of Chartered Surveyors, 2008 - 2016 (Resigned)

American Institute of Banking: Membership, June 1974 – June 30, 1978

Commercial Cost, Approach Certificate, Marshall & Swift, Awarded November 2016

Member-Real Estate Counseling Group of America, 2004 - Present

Certified General Real Estate Appraiser, Certificate No. 30120, State of Arizona
 Certified General Appraiser, Certificate No. CGA848, State of Hawaii
 Certified General Appraiser, Certificate No. TX 1348433 C, State of Texas
 Certified General Appraiser, Certificate No.03431-G, State of New Mexico
 Previously Certified in Alaska, Colorado, Iowa, Montana., Nevada, Oregon, Utah, Washington, Wyoming, New Jersey

Licensed Real Estate Broker, License No. BR005056000, State of Arizona since 1981

Property Tax Agent, State of Arizona, Registration #2010044

Licensed Private Pilot

Education:

Master of Science in Real Estate Appraisal, Summa Cum Laude (4.0 GPA), Opus Graduate School of Business, University of St. Thomas, St. Paul, Minnesota, May 2008

“Certificate of Advanced Appraisal Study,” Opus Graduate School of Business, University of St. Thomas, St. Paul Minnesota, May 2006

Post Graduate Study in Real Estate, College of Business Administration, Arizona State University, Tempe, Arizona, 1974-1978

Bachelor of Science Degree in Business Administration, Specialization in Real Estate, Arizona State University, Tempe, Arizona, 1974

Robert Morris College, Pittsburgh, Pennsylvania, 1970 – 1972

Appraisal Classes/Courses:

AIREA Hydrology Seminar, Tempe, Arizona, February 1986

AIREA Course 3, “Rural Valuation”, Dallas, Texas, February 1986

AIREA “Highest and Best Use Seminar,” Tucson, Arizona, April 1986

Planning Association of Arizona, “Planning for Change,” Tucson, Arizona, September 1986

SREA Federal Home Loan Bank Board R41-c Seminar, Oakland, California, December 1986

SREA International Convention Seminars, Anaheim, 1986, Montreal, 1987

AIREA Course 6, “Computer Assisted Investment Analysis”, Tempe, Arizona, March 1987

AIREA Seminar, “Adjusting Market Sales,” Tempe, Arizona, August 1987

AIREA Southwest Regional Convention/Seminars, San Francisco, California, September 1987

AMA, “Cash Equivalency Seminar,” Tucson, Arizona, February 1988

The City of the 21st Century Conference, Department of Planning, College of Architecture and Environmental Design, Arizona State University, Tempe, Arizona, April 1988

Arizona Condemnation and Zoning Seminar, Scottsdale, Arizona, June 1988
 SREA "Professional Practice Seminar," Tempe, Arizona, December 1988

AIREA/SREA "Toxic Waste," Phoenix, Arizona, April 1989

AIREA "Standards of Professional Practice Update," Santa Fe, New Mexico, June 1989

SREA Seminar, "Further Developments in Business Enterprise, Value Analysis and the Value Effects of Property Contamination,"
 SREA Symposium, San Antonio, Texas, September 1990

United States League of Savings Institutions "Post-FIRREA Appraisal Management," Los Angeles, California, October 1990

AIREA Course 10, "Market Analysis for Real Estate Appraisers", Winter Park, Florida, October 1990

Appraisal Institute "Standards of Professional Appraisal Practice, Parts A & B," Tempe, Arizona, February 1991

Appraisal Institute and the University of Texas School of Law, "Valuation of Assets in Bankruptcy," Austin, Texas, July 1991

Action Environmental Services, "Site Assessments, the Legal Approach," Tempe, Arizona, August 1991

Mortgage Bankers Association of America, Commercial Real Estate Finance/Multifamily Housing Conference, San Diego, California,
 February 1992

Appraisal Institute "Standards of Professional Appraisal Practice, Part B," Phoenix, Arizona, May 1992

American Arbitration Association "Mediation Resolutions," Phoenix, Arizona, October 1992

Arizona Board of Appraisal, "Impact of Highway Construction on Real Estate," Phoenix, Arizona, January 1993

Appraisal Institute "Subdivision Analysis," Phoenix, Arizona, April 1993

Lincoln Graduate Center "Yield Capitalization," Dallas, Texas, April 1993

Seminar "Americans with Disabilities Act," Tempe, Arizona, May 1993

State Bar of Arizona - Instructor, "Real Estate Appraisal," Phoenix, Arizona, October 1993

Appraisal Institute "Survey Research," Park City, Utah, February 1994

Appraisal Institute "Standards of Professional Appraisal Practice, Parts A & B," Tempe, Arizona, February 1994

New York University "Annual Pension Fund Conference," New York, New York, May 1994

Appraisal Institute Symposium: "The Changing Role of the Real Estate Analyst," Washington, D.C., October 1994

Appraisal Institute "Environmental Risk and the Real Estate Appraisal Process," Park City, Utah, February 1995

ULI (Urban Land Institute) Phoenix District Council "Environmental Issues in Metro Phoenix," Phoenix, Arizona, May 1995

Appraisal Institute Symposium: "Rapidly Changing Environment in the Real Estate Industry," New Orleans, Louisiana, September
 1995

National Council of Real Estate Investment Fiduciaries (NCREIF), "Valuation Committee Symposium," Phoenix, Arizona, November
 1995

Appraisal Institute "Diversification of Appraisal Services," San Francisco, California, December 1995

Arizona School of Real Estate "Arizona Fair Housing Law, #3269", Phoenix, Arizona, January 1996

Arizona Board of Appraisal "USPAP and You," Phoenix, Arizona, April 1996

The American Society of Farm Managers and Rural Appraisers, Inc., "Ranch Appraisal Seminar," Tempe, Arizona, May 1996

CCIM, "CI 201: Market Analysis for Commercial Investment Real Estate", Phoenix, Arizona, September 1996

CCIM, "CI 301: Decision Analysis for Commercial Investment Real Estate", Chicago, Illinois, November 1996

Arizona School of Real Estate & Business "USPAP – Appraisal of Professional Standards & Ethics, #1016017", Scottsdale, Arizona,
 July 1998

Appraisal Institute "Litigation Skills for Appraisers; An Overview," Sacramento, California, November 1998

Appraisal Institute "Valuation of Detrimental Conditions in Real Estate," Sacramento, California 1998

Neutral's Conference, "American Arbitration Association," Orlando, Florida, 1998 Appraisal Institute "Condemnation Appraising: Advanced Topics and Applications", Lake Buena Vista, Florida, June 1999

Arizona School of Real Estate "Federal Fair Housing and the Americans with Disabilities Act," Scottsdale, Arizona, August 1999

Appraisal Institute "The Appraisal of Local Retail Properties," Sun Valley, Idaho, September 1999

Appraisal Institute "Special-Purpose Properties: The Challenges of Real Estate Appraising in Limited Markets," Sun Valley, Idaho, September 1999

National Council of Real Estate Investment Fiduciaries (NCREIF) and the Appraisal Institute, 1999 Symposium "Valuation and the Evolution of the Real Estate Capital Markets", Naples, Florida, October 1999

Appraisal Institute "Attacking and Defending an Appraisal in Litigation," Lake Tahoe, Nevada, October 1999

Appraisal Institute "Lease Abstracting and Analysis," Lake Tahoe, Nevada, October 1999

The Counselors of Real Estate "Real Estate Trends," Annual Convention, Lake Buena Vista, Florida, November 1999

Arizona Appraisal Coalition "The Impact on Value of Highway Freeway Construction," Tempe, Arizona, October 2000

Appraisal Institute "The Law and Value: Communications Corridors, Tower Sites and Property Rights," Sacramento, California, April 2001

Appraisal Institute "Section 8/HUD Rent Comparability Studies and Standards", Dallas, Texas, April 2001

Appraisal Institute "Standards of Professional Appraisal Practice," Redmond, Washington, May 2001

Mealey's Mold Litigation Conference, Marina del Rey, California, June 2001

International Right of Way Association, Course 403, "Easement Valuation", Las Vegas, Nevada, November 2001

Appraisal Institute "Standards of Professional Appraisal Practice," San Diego, California, May 2002

Instructor-CLE International, "The Appraisal of Real Estate," Phoenix, Arizona, August 2002

American Arbitration Association, "Commercial Arbitrator II," Phoenix, Arizona, October 2002

American Arbitration Association, "Pro Se: Managing Cases Involving Self-Represented Parties," AAA Web Radio, December 31, 2003

International Right of Way Association, Course 600, "Environmental Awareness", Tempe, Arizona, April 2004

Valuation 2004 "Standards of Professional Practice Update", Las Vegas, Nevada, May 2004

American Property Tax "Fall Conference," Scottsdale, Arizona, October 2004

Appraisal Institute, Case Studies in Limited Partnership and Common Tenancy Valuation, Las Vegas, Nevada, October 2004

International Right of Way Association, Course 200, "Principles of Real Estate Negotiation", Phoenix, Arizona, December 2004

Appraisal Institute, Course 800, "Separating Real and Personal Property from Intangible Business Assets", Denver, Colorado, December 2004

Appraisal Institute Course 400, "2005 National USPAP Update", Tucson, Arizona, April 2005

International Right of Way Association, Course 140, "Principles of Wireless Site Development", Palo Alto, California, September 2005

International Right of Way Association, Course 800, "Principles of Real Estate Law", Sacramento, California, September 2005

American Property Tax Council and Real Estate Counseling Group of America "Fall Conference," Dana Point, October 2005, California

International Right of Way Association, Course 900, "Principles of Real Estate Engineering", Reno, Nevada, November 2005

Advanced Topics in Real Estate Appraisal (FINC 745), St. Thomas University, Minneapolis, Minnesota, January 2006

International Right of Way Association, Course 205, "Bargaining Negotiations", Tempe, Arizona, February 2006

International Right of Way Association, Course 500, "Uniform Relocation Act", Tempe, Arizona, February 2006

International Right of Way Association, Course 900, "Engineering Plan Development", Tucson, Arizona, March 2005

CCIM Institute, "STDB Training Class," Scottsdale, Arizona April 2006

International Right of Way Association, Course 802, "Legal Aspects of Easements", Tucson, Arizona, April 2006

International Right of Way Association, Course 205, "Bargaining Negotiations", Los Angeles, California, July 2006

Market Analysis and Feasibility Studies (FINC 746), St. Thomas University, Minneapolis, Minnesota, August 2006

Effective Communications (FINC 742), St. Thomas University, Minneapolis, Minnesota, August 2006

International Right of Way Association, Course 213, "Conflict Management", Tempe, Arizona, September 2006

American Property Tax Council "Fall Conference," Dana Point, California, October 2006

International Right of Way Association, Course 140, "Principles of Wireless Site Development", Phoenix, Arizona, November 2005

Legal Issues in Valuation (BLAW 730), St. Thomas University, Minneapolis, Minnesota, January 2007

Appraisal Institute "2007 Litigation Shared Interest Group", Los Angeles, California, March 2007

Arizona School of Real Estate, "2006 National USPAP Update", Scottsdale, Arizona, April 2007

Appraisal Institute Course 102, "Uniform Standards of Professional Appraisal Practice", (USPAP), Salt Lake City, Utah, May 2007

Statistical Analysis for Real Estate Appraisers (DSCI 600-37), St. Thomas University, Minneapolis, Minnesota, August 2007

Urban Land Economics (FINC 743), St. Thomas University, Minneapolis, Minnesota, August 2007

American Arbitration Association, Arbitrator Ethics and Disclosure, AAA Online, November 2007

Appraisal Institute, "Uniform Appraisal Standards for Federal Land Acquisitions" (Yellow Book), Baltimore, Maryland, November 2008

International Right of Way Association, Course 403, "Easement Valuation", Honolulu, Hawaii, October 2008

Arizona School of Real Estate, "2008-09 National USPAP Update", Scottsdale, Arizona, February 2009

Marshall & Swift, "Cost Segregation Best Practices," Bloomington, Minnesota, September 2009

Forensic Expert Witness Association, "Web 2.0," Irvine, California, September 2009

Appraisal Institute "Business Practices and Ethics," Online Education, October 2009

Appraisal Institute "Appraisal Curriculum Overview," Mesa, Arizona, November 2010

Arizona School of Real Estate "2010-2011 National USPAP Update", Scottsdale, Arizona, January 2011

Appraisal Institute "Appraising Nursing Homes," Online Education, February 2011

Appraisal Institute "Appraising Manufactured Housing," Online Education, April 2011

International Right of Way Association #73, Speaker, Surviving the Right of Way Jungle, Tucson, Arizona, September 2011

Condemnation Summit IX, Phoenix, Arizona, October 12, 2011

Appraisal Institute Course 800 "Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets", Chicago, Illinois, December 15-16, 2011

Appraisal Institute "2012-2013 National USPAP Update Course", Phoenix, Arizona, February 2012

Arizona School of Real Estate, "2014-2015 National USPAP Update Course", Scottsdale, Arizona, January 2014

American Society of Farm Managers and Rural Appraisers – 2014 Spring Ag Forum, Phoenix, Arizona, February 2014

Appraisal Institute, Online Data Verification Methods, July 2014

Appraisal Institute, Online Using Your HP12C Financial Calculator, November 2014

Appraisal Institute, Online Business Practices and Ethics, November 2014

Appraisal Institute, National USPAP Update Course, Tucson, Arizona, February 2015

Appraisal Institute, Online Forecasting Revenue, March 2015

Real Estate Counseling Group of America, Semi Annual Conferences, throughout the country, since April 2004

Condemnation Summit XVII, Phoenix, Arizona, April 29, 2015

Appraisal Institute, Online Small Hotel/Motel Valuation, May 2015

Appraisal Institute, Online Analyzing Operating Expenses, November 2015

Appraisal Institute, National USPAP Update Course, Tempe, Arizona, January 2016

Appraisal Institute, Review Theory – General, San Diego, California, September 2016

Marshall Valuation Commercial Cost Certification Class, Dallas, Texas, October 2016

iRealty School.com, Contract Writing – AAR Contract – Contract Law, November 2016

Real Estate Counseling Group of America, REGGA Spring 2017 Meeting, April 2017

Appraisal Institute, Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications, May 2017

Gust Rosenfeld and Gallagher & Kennedy, State of Arizona Department of Financial Institutions Real Estate Appraisal Division, Condemnation Summit XX, May 2017

Real Estate Counseling Group of America, Fall 2017 Meeting, The Union of Philadelphia Education Program, October 2017

Condemnation Summit XXI, Phoenix, Arizona, October 20, 2017

International Right of Way Association, Course 411, "Appraisal Concepts for the Negotiator", November 16, 2017

International Right of Way Association, Course 403, "Easement Valuation", November 25, 2017

Appraisal Institute, National USPAP Update Course, Tucson, Arizona, January 2018

Advanced Land Valuation: Sound Solutions to Perplexing Problems, La Palma, CA, July 28, 2018

IRS Valuation Symposium – Valuation of Donated Real Estate, Including Conversation Easements and Other IRS Valuation Assignments, September 13, 2018

Real Estate Counseling Group of America, REGGA Fall 2018 Meeting, September 2018

Appraisal Institute, Online Appraising Automobile Dealerships, October 2018

Appraisal Institute, Online Appraisal of Medical Office Buildings, October 2018

McKissock, Laws and Regulations for California Appraisers, October 2018

CMP Appraisals, Valuation Resources for Solar Photovoltaic Systems, November 2019

Appraisal Institute, National USPAP Update Course (2020-2021), Tucson, Arizona, December 2019

American Society of Farm Managers and Rural Appraisers – 2020 Spring Ag Forum, Phoenix, Arizona, February 2020

Appraisal Institute, Online, Appraising Condos, Co-ops, and PUDs, December 2020

Appraisal Institute, Laws and Regulations for California Appraisers, December 2020

Appraisal Institute, Desktop Appraisals (Bifurcated, Hybrid) and Evaluations, December 2020

Appraisal Institute, Cool Tools: New Technology for Real Estate Appraisers, March 2021

Appraisal Institute, Getting It Right From The Start: A Workout Plan for Your Scope of Work, March 2021

Appraisal Institute "Inconsistency: It's Hiding In Plain Sight In Your Appraisal" , August 2021

Appraisal Institute, National USPAP Update Course (2020-2021), November 2021

International Right of Way Association, Course 102, "Evaluating Your Ethical Awareness" January 2023

Appraisal Institute, "Rapid Response: Market Analysis in Volatile Markets" January 2023

American Society of Farm Managers and Rural Appraisers – 2023 Spring Ag Forum, Phoenix, Arizona, March 2023

Appraisal Institute, "Analyzing Operating Expenses" March 2023

Appraisal Institute, "Appraiser's Guide to Expert Witnessing" April 2023

Appraisal Institute, Cool Tools: New Technology for Real Estate Appraisers, April 2023

McKissock Learning: "Introduction to the Uniform Dataset" April 2023

International Right of Way Association, Course 400, "Principals of Real Estate Appraisal", May 2023

International Right of Way Association, Course 402, "Introduction to the income approach", May 2023

International Right of Way Association, Course 700, "Introduction to Property/Asset Management", May 2023

Condemnation Summit XXX, Phoenix, Arizona, October 2023

Appraisal Institute, National USPAP Update Course (2024-2025), January 2024

Organizations

- Appraisal Institute
- CCIM Institute
- International Right of Way Association
- Real Estate Counseling Group of America
- National Association of Realtors
- Board of Realtors – WeSERV, ARMLS, White Mountain, Northern Arizona, Prescott Area, Western Arizona, and Arizona Association of Realtors
- RERC Regional Survey Participant, RERC Real Estate Report
- Past Member, Royal Institution of Chartered Surveyors
- Past Member, National Roster of Neutrals, Commercial Panel Member, American Arbitration Association
- Past Member, Urban Land Institute
- Past Member, Baseline Rotary Club, Mesa, Arizona
- Past Member, Turn Around Management Association
- Past Member, The American Real Estate Society
- Past Member, Institute of Real Estate Management
- Past Member, Forensic Expert Witness Association
- Past Member, Lambda Alpha International
- Past Participant, Business Leaders Confidence Index (BLCI) Eller College of Management, University of Arizona/Compass Bank

Professional and Civic Activities:

Society of Real Estate Appraisers: Member National Computer Applications Committee, 1985-1986

Society of Real Estate Appraisers: Chapter 68 -- Chairman, Professional Practice Committee and Past Chairman Nomination Committee

Society of Real Estate Appraisers: Special Assistant to the International President, 1980-1981

Society of Real Estate Appraisers: Young Advisory Council, 1977 and 1978

Society of Real Estate Appraisers: Chapter 68 -- Member, Board of Directors, 1976 - 1982; President, 1980-1981; Vice President, 1979-1980; Treasurer, 1978-1979

Society of Real Estate Appraisers: Chapter 68 Chairman, Internship Committee, 1978-1982 and 1985

Society of Real Estate Appraisers: Chapter 68 Member, Education and Program Committee, 1977

Dobson Ranch Homeowner's Association: President, Board of Directors, 1980-1981

City of Mesa, Arizona: Chairman, Zoning Adjustment Board, 1982-1983; Member from 1976-1983

City of Mesa, Arizona: Member, Traffic Safety Committee, 1984-1986

City of Mesa, Arizona: Member, Design Review Advisory Board, 1986-1990

Leadership Training and Development Graduate, Mesa Chamber of Commerce, 1984-1985

New Hope for the Blind, Board of Directors, 1984-1986

American Institute of Real Estate Appraisers, Arizona Chapter, Admissions Committee 1984-1987

Appraisal Institute, Review and Counseling Committee Member, 1984 to 1987, 1990-2016

Deputy Voter Registrar, Maricopa County, Arizona, 1982-1984

Valley Partnership, R.E.O. Ad-Hoc Committee, 1989

Appraisal Institute: Assistant Regional Member, Ethics Administration Division, 1994-2014

International Youth Exchange Chairman, District 5510 Rotary International 1990-1995

Assessor's Panel, Royal Institution of Chartered Surveyors, 2008-2016

City of Tempe, Zoning Adjustment Board Member, 2011-2017

City of Tempe, Zoning Adjustment Board Chairman, 2015-2017

Achievements:

Awarded the "Real Estate Appraisal Student of the Year" by Chapter 68, Society of Real Estate Appraisers in conjunction with the College of Business Administration of Arizona State University, 1974

Recipient of the "Real Estate Professional Award" by the College of Business Administration, Arizona State University, April 1983

Established the second largest Real Estate Valuation and Consulting firm in the nation with offices in Arizona, Nevada, New Mexico, and California, 1984-1996

Summa Cum Laude (4.0 GPA), Master of Science in Real Estate Appraisal, Opus Graduate School of Business, University of St. Thomas, St. Paul, Minnesota, May 2008

Appraisal Experience:

Assistant Appraiser: Iver C. Johnson Company, 6502 North 35th Avenue, Phoenix, Arizona 85017; April 1973-June 1974

Staff Appraiser: Valley National Bank of Arizona, 201 North Central Avenue, Phoenix, Arizona; June 1974-October 1978

President/Vice-President: Appraisal Research Consultants, Inc., 3225 North Central Avenue, Phoenix, Arizona 85012; October 1978-January 1980

President: J. A. Sell Corporation, 2111 East Baseline Road, Suite C-4, Tempe, Arizona 85283; January 1980-September 1981

President: Sell, Huish & McFadden, Inc., 4625 South Lakeshore Drive, Tempe, Arizona 85282-7127; October 1981-May 1984.

President: Sell, Huish & Associates, Inc., 4625 South Lakeshore Drive, Tempe, Arizona 85282-7127; May 1984-March 1998.

President: Sell & Associates, Inc., 4625 South Lakeshore Drive, Tempe, Arizona 85282-7169; April 1998-Present

Note: I have appraised or assisted in the appraisals, market and feasibility analyses, and/or have provided real estate counseling and valuation services involving a variety of property rights (fee simple, leased fee, leasehold, partial interests, going concerns) for many types of properties and projects, including undeveloped land, subdivisions, proposed and existing single-family and condominium developments, condominium terminations, surgical centers, offices, industrial warehouses, manufacturing and processing, cold storage, semi-conductor plants, self-storage, commercial buildings, shopping centers, regional malls, parking lots, convenience stores, truck stops, apartments, timeshares and fractional interests, HUD multi-family projects, senior living projects, ranches, agricultural lands (farms), water rights, water companies, motels, hotels, restaurants, resorts, family fun parks, sports complexes, golf courses, insert landfills, sand and gravel properties, corridor/pipeline/power line, odor easement and other right-of-way valuations, and communication

towers, in the metropolitan Phoenix area and throughout the western United States. I have participated in Eminent Domain valuations in the states of Arizona and Nevada. I have testified as an Expert Witness in: the Superior Court in Maricopa, Navajo and Yavapai Counties, Arizona; in State Courts in Clark County, Nevada, San Mateo, California; U.S District Courts in Phoenix, Arizona, Las Vegas, Nevada and San Diego, California. Other areas of experience include: forensic valuation services, interim construction inspections, property tax appeals, detrimental conditions valuations, contaminated properties, appraisal reviews, real estate brokerage and counseling, lease purchase analysis, loss income/rent analysis, copy right infringement, commercial property management and other types of analysis in litigation support. Also, I have acted as an appraisal management consultant for several financial institutions in Arizona. Furthermore, I have been an arbitrator in numerous real estate lease negotiations and a court appointed commissioner.

Publications and Working Papers

"Wastewater Treatment Plants, Odor Easements and Just Compensation," White Paper presented, University of Thomas, Minneapolis, Minnesota, January 2007.

"Phoenix Light Rail: The Effect on Corridor Property Values in Tempe, Arizona," White Paper presented, International Right Away association, Tucson, Arizona, September 2008.

"Use of the Income Approach in Valuing a Sand and Gravel Property in a Condemnation Proceeding," Hamilton, T. W., and Sell, Jan A. Real Estate Issues, 34(2), 35-40, 2009.

Hamilton, T. W. and Sell, Jan A. (2011) "Use of the Income Approach in Valuing a Sand and Gravel Property in a Condemnation Proceeding" D. C. Lennhoff, MAI, SRA (Ed), A Business Enterprise Value Anthology (Second Edition pp. 209-216). Chicago: Appraisal Institute.

"Condemnation After Valuations," White Paper presented, Condemnation Summit XIII, Phoenix, Arizona, October 2013.

Lecture and Guest Speaker

Valley National Bank "Redlining in the Phoenix Metropolitan Area," 1976

College of Business Administration, Arizona State University: Guest Lecturer, 1976-1982

State Bar of Arizona, Faculty Member, 1993 -1994

Guest Lecturer, Master of Science in Real Estate Development program, Arizona State University, Tempe, Arizona, 2006-2007

Guest Lecturer, Master of Science in Real Estate Appraisal program, University of St. Thomas, Minneapolis, Minnesota, January 2007

International Right of Way Association, Tucson Educational Program Speaker, "Phoenix Light Rail: The Effect on Corridor Property Values in Tempe, Arizona," Tucson, Arizona, September 2008.

International Right of Way Association, Tucson Educational Program Speaker, "Valuation – Urban Corridor Challenges and Opportunities: Loss of Parking Case Study, Tucson, Arizona, September 2011.

Maricopa County Bar Association, Lecturer, "Real Estate Appraisal Testimony," Phoenix, Arizona, February 2012

Turnaround Management Association-Arizona, Panel Member, "A Team Approach to a Successful Reorganization," Phoenix, Arizona, February 2012

Condemnation Summit X (USPAP and the Appraiser), Panel Member, Phoenix, Arizona, May 2012

Condemnation Summit XIII (Condemnation After Valuations), Panel Member, Phoenix, Arizona, October 2013

Arizona Appraisers State Conference, LLC, "Pitfalls of Commercial Appraisals," March 2015

Panel Member-CLE International, "The Appraisal of Real Estate," Phoenix, Arizona, May 2016

AARO, "Case Law and Other Legal Considerations-Daubert Challenges to Real Estate Expert Opinions," Washington, D.C., October 23, 2016

Other Experience and Business Associations

Founding Director: Sun National Bank, Mesa, Arizona, 1984-1987

Member: Loan Committee and Business Development Committee, Sun National Bank, Mesa, Arizona, 1984 -1987

Vice President: Anredon Mortgage Corporation, 1981-1983

Real Estate Sales Agent: Century 21, Tempe, Arizona, 1975-1981

Designated Broker: Anredon Properties, Inc., a Real Estate Brokerage and Property Management Corporation, 1981-1998

Designated Broker: CarrAmerica Realty Corporation, 2720 W. Camelback Rd., Suite 280, Phoenix, Arizona, July-October 1999

Designated Broker: Sell & Associates, Inc., 1998-2005 (except for July-October 1999)

Designated Broker: Sell Properties L.L.C., 2005-Present

I have remodeled numerous residential structures and commercial buildings as well as developed a custom family residence, two professional office buildings, a restaurant, and a proposed 92-room motel, retail center and a 26-unit apartment complex. I have also owned and operated executive suites office buildings, a restaurant, and a motel and RV Park. Furthermore, I manage or have managed numerous residential units, office and retail buildings and other commercial properties and vacant land. I have been involved in numerous transactions as a real estate broker involving the sale of or leasing of residential, multi-family, commercial, retail, and industrial properties.

Expert Witness Experience:

State Courts:	Maricopa, Navajo, Coconino, Cochise and Yavapai Counties, Arizona; Clark County, Nevada, San Mateo County, California
Federal District Courts:	Phoenix, and Tucson, Arizona; San Diego, San Francisco, California; Reno, Nevada, and Lubbock, Texas

Geographical Areas of Appraisal Experience:

States of Arizona, Alaska, California, Colorado, Hawaii, Idaho, Missouri, Nevada, New Mexico, Oregon, Pennsylvania, Texas, Utah, Washington, Wyoming and the States of Baja California Del Norte and Sonora, Mexico

**SUMMARY OF TESTIMONY 1996-PRESENT
(NOTE: FIRST TESTIMONY OCCURRED IN 1984)**

	DATE	TYPE	CASE REFERENCE	PARTIES (BOLD signifies on behalf of)
1	1996			
2	02/09/1996	Testimony	CV95-12784	Ubogy v. Garrison, et al
3	05/22/1996	Testimony		City of Tempe v. Kemp
4	05/23/1996	Testimony	CV96-90860	City of Tempe v. Starks
5	06/24/1996	Testimony	B95-06757-GBN	Adobe Pass Limited Partnership Creditor
6	07/23/1996	Deposition		City of Mesa v. Mobil Oil Corp.
7	07/26/1996	Testimony	CV96-90860	City of Tempe v. Starks
8	10/03 & 04/1996	Deposition	CV94-15731	Fannie Mae v. Misener
9	10/17 & 17/1996	Deposition	CV94-15731	Fannie Mae v. Misener
10	11/14/1996	Deposition	CV94-10606	Casa Grande Villages, Inc. et al v. Transamerica Title Insurance Company
1	1997			
2	01/05/1997	Deposition	CV96-0753	State of Arizona v. Cole
3	03/14/1997	Deposition	CV95-05483	Maricopa Co. Stadium District v. Oens
4	05/20/1997	Deposition		State of Arizona v.
5	06/24&25/1997	Testimony	CV95-05438	Maricopa County Stadium District v. Oens
6	09/12/1997	Deposition	A354719	Clark County School District v. Beesley, et al
7	10/06/1998	Testimony		DRH Investment Part. V. Ehrlich
8	11/04/1997	Testimony	A354719	Clark County School District v. Beesley, et al
9	11/10/1997	Testimony	B97-04487-PHX-SSC	Forest City Adventures Creditor
10	12/11/1997	Deposition	CIV91-0634-PHX-SMM	R.T.C. /F.D.I.C. v. Rice et al
1	1998			
1	01/15/1998	Deposition	CV95-05472	Maricopa Co. Stadium District v. Arena Park Pl.
2	02/19-23/98	Testimony	CV95-05472	Maricopa Co. Stadium District v. Arena Park Pl.
3	03/06/1998	Deposition	CV-95-000320	Shumway v. Larsen
4	05/04/1998	Testimony		Zude v. Zude
5	07/21/1998	Testimony	CV98-09865	State of Arizona v. Scibienski
6	08/06/1998	Testimony	CV95-000320	Shumway v. Larsen
7	09/04/1998	Testimony	CV98-09865	State of Arizona v. Scibienski
8	10/06/1998	Testimony	CV94-08167	Hartunian v. Ehrich et al.
9	11/06/1998	Testimony	B-97-11258-PHX-RGM	Docu-Form, Inc. Creditor
1	1999			
1	02/05/1999	Testimony	CV99-00021	State of Arizona v. Sweetwater Pima LTD
2	02/09/1999	Deposition	A3624219	Clark County v. Rouseau
3	02/24/1999	Testimony	A3624219	Clark County v. Rouseau
4	06/02/1999	Testimony	98-12312-PHX-RGM	Arden Properties Inc Creditor
5	10/28/1999	Deposition	CV92-02603	Melody Baker, et al v. Motorola, Inc. et al
6	11/10/1999	Testimony	B99-07579-PHX-RGM	MarWen Development Creditor
7	11/12/1999	Deposition	CV98-03597	Airport Auth., Washoe County, NV v. Barnett
1	2000			
1	02/17/2000	Deposition	CV96-00573	State of Arizona v. Alma School Landfill
2	03/21/2000	Testimony	CV96-00573	State of Arizona v. Alma School Landfill
3	04/10/2000	Deposition	CV98-03594	Airport Auth., Washoe County, NV v. Walters
4	05/08/2000	Testimony		City of Chandler v. Purdy
5	09/19/2000	Deposition	302230	Kral v. English
6	12/11/2000	Deposition	CV95-05484	Maricopa Co. Stadium District v. Phillip Exum etal.
1	2001			
1	03/01&02/2001	Testimony	302230(San Francisco)	Kral v. English
2	04/13/2001	Deposition	CV970000048	Huiskamp v. Navajo County, AZ
3	08/03/2001	Deposition	CV99-11130	City of Scottsdale v. Hook
1	2002			
1	02/14/2002	Testimony	B-00-11538-ECF-RJH	Regala International L.L.C. Creditor
2	02/15/2002	Testimony	B-00-11539-ECF-EWH	Gemini Projects U.S., L.L.C. Creditor
3	02/21/2002	Deposition	BC147860 (L.A. Coty)	Nassgil v. Hughes Electronics
5	12/03/2002	Deposition	CV	City of Mesa v. Mobile Oil
1	2003			
1	06/10/2003	Testimony	03-02193-PHX-SSC	J A Manuf Inc., John Abate InterNI, Jocca LLC- Debtor

2	10/02/2003	Deposition	CV200299	City of Sedona v. Northern Shadows Realty, Inc.
2004				
1	02/20/2004	Deposition	TX 202-000393	Mountain Ridge Est., LLC v. Maricopa County, AZ
2	04/22/2004	Testimony	2-04-00704PHC-CGC	Avalon Apartments LLC - Creditor
3	09/28/2004	Deposition	DR2000-009053	Wenzlick v. Wenzlick
3	10/13/2004	Deposition	CV2003-003706	Orton v. Beazer Homes
2005				
1	01/06/2005	Deposition	CV2000-0299	City of Sedona v. J. Trevillyan & David Tracy
2	01/28%31/2005	Testimony	CV2000-0299	City of Sedona v. J. Trevillyan & David Tracy
3	06/17/2005	Testimony	Arbitration	Kimmell v. Virginia Auto
4	08/18/2005	Testimony	CV2005-063754	City of Tempe v. McGregor etal
5	11/16/2005	Testimony	B-04-10492PHX-RJH	ADOT v. I-17
6	12/07/2005	Deposition	CV2003-008175	Hackney et al v. Courtland Homes
2006				
1	03/09/2006	Deposition	CV2003-02368	City of Phoenix v. Edw C. Levy etal
2	04/13/2006	Testimony	AB-1174	Pederson Group v. AZ Land Dept.
3	04/17/2006	Testimony	CV2003-008175	Hackney et al v. Courtland Homes
4	05/16/2006	Deposition	TX2004-000882	G&J Prop. Ltd :HGJ Inv. Crackerjax Family Centers I v. Maricopa County
5	05/17/2006	Testimony	2-02-00576-SSC	Birdsell v. Petersen
6	05/24/2006	Deposition	CV2003-023698	City of Phoenix v. Edw C. Levy et al
7	06/05/2006	Testimony	CV2006-006501	Town of Buckeye v. Hindman et al
8	06/06/2006	Testimony	CV2006-006499	Town of Buckeye v. Ray
9	07/20/2006	Deposition	CV2005-003032	SRP v. Outer Ring LLC
10	07/21/2006	Deposition	CV2004-000243	Kassai v. McCleve, et al
11	08/04/2006	Deposition	CV2004-010126	City of Tempe v. Singer
12	08/09/2006	Deposition	76-181-00344-05-LMT	Lopez v. Continental Homes
13	11/07/2006	Deposition	05-02829	Eagle Peak, Inc v. Washoe County, Nevada
14	12/04/2006	Testimony	CV2006-011182	City of Chandler v. McCullough
2007				
1	01/19/2007	Deposition	02-12581-PHX RTB A. No. 2:05-ap-00010-RTB	7 TH & Mill, Parking Assessment, LLC v. The Orchidhouse Condominium Association
2	04/17/2007	Deposition	CV2005-051876	Bruse Investments v. Ferrin Air et al
3	07/20/2007	Testimony	CV2005-010349	Western United Life Assurance Co. v. Farrokh
4	10/10 & 12/15/07	Deposition	CV2003-023698	City of Phoenix v. Edw C. Levy et al
2008				
1	01/16/2008	Deposition	CV2006-018404	Stearns Bank v. Rim Country Mall L.L.C.
2	04/10/2008	Deposition	CV8-20020150	Engelhardt v. Cody
3	04/22/2008	Testimony	Arbitration	Sun Valley LTD etal. v. Gillenwater etal.
4	04/25/2008	Deposition	76-110-E-00267-07	Davis v. Pulte Home Corporation
5	07/15/2008	Deposition	CV2007-015082	Flash & The Boys LLC v. Butcher
6	08/04/2008	Testimony	CV2007-015082	Flash & The Boys LLC v. Butcher
7	09/09/2008	Deposition	CV2004-010126	City of Tempe v. Singer
8	09/11/2008	Testimony	CV2004-010126	City of Tempe v. Singer
9	10/15/2008	Testimony	CV2006-000399	Cooley v. Downs
10	10/21/2008	Deposition	CV2006-009633	City of Phoenix v. Phoenix Nineteen Properties
11	11/12/2008	Deposition	CV2003-023698	City of Phoenix v. Edw C. Levy et al
12	12/20/2008	Deposition	CV2006-017079	City of Phoenix v. Gold Building, L.L.C.,
2009				
1	01/13/2009	Deposition	CV2006-015279	Harman v. Greer Ranch South
2	02/24/2009	Deposition	CV2008-011414	Fisher Financial v. Logan R.E. Appraisal Service
3	03/20/2009	Deposition	CV2004-010126	City of Tempe v. Singer
4	04/08/2009	Testimony	2-03-bk-03546-RJH	Dexter Distributing Corp) American National Mortg.
5	05/19/2009	Deposition	CV2007-013315	City of Phoenix v. Shawnee Building, L.L.C.
6	05/20/2009	Deposition	CV2007-053132	Ambatamarco v. Canterra at Squaw Peak CA Inc.
7	06/18/2009	Testimony	Arbitration	Stevens v. T.W. Lewis
8	08/12/2009	Deposition	CV 07-2370-PHX-LOA	Transwestern v. Dart Properties, LLC, et al
9	09/17/2009	Testimony	CV2008-011414	Fisher Fin. Group Inc. v Logan R.E. Services
10	09/23/2009	Deposition	CV 07-02363-PHX-JWS	Transwestern v. M. Raja, Bharti-Sona Trust et al

11	10/21/2009	Deposition	4:09-bk-20903-EWH	LCG MARICOPA, LLC/ Wells Fargo Bank
12	11/04/2009	Deposition	CV2008--017001	Desert Hills Bank v. Security Mortg.. Corp./Norris Inc.
13	11/06/2009	Testimony	4:09-bk-20903-EWH	LCG MARICOPA, LLC/ Wells Fargo Bank
14	11/09/2009	Deposition	CV2008-027152	Silvercrest v. Novus Construction
15	12/18/2009	Deposition	CV2008-006858	Salita Del Sol v. Security Title Agency, inc.
16	12/21 & 24/2009	Deposition	CV2006-008695	City of Phoenix v. Camelback Vector, L.L.C. et al
17	12/23/2009	Deposition	CV072321-23 & 2488	Transwestern v. Midway Farms/Elaine Farms
2010				
1	01/26/2010	Deposition	CV2008-014536	Rickey Hatch v. Exeter Development, Inc. et al
2	01/28/2010	Deposition	CV2008-011867	Broadway & Watson First Mtg. LLC v. Kalish et al
3	02/03/2010	Deposition	CV2007-053132	Ambatemarco v. Canterra at Squaw Peak CA Inc.
4	02/17 & 18/2010	Testimony	CV2006-008695	City of Phoenix v. Camelback Vector, L.L.C. et al
5	03/02/2010	Testimony	CV2007-053132	Ambatemarco v. Canterra at Squaw Peak CA Inc.
6	03/09,11, 26/2010	Testimony	CV2008-011867	Watson & Broadway First Mortgage. v. Kalish
7	03/11/2010	Testimony	76-417-00389-08 SUBR	Banovac v. Pulte Homes Corp.
8	03/16/2010	Deposition	CV2008-054616	Ferro etal v. Pulte Homes
9	03/22/2010	Testimony	FC2009-090844	Bliven v. Bliven
10	05/04&05/2010	Testimony	CV2007-013315	City of Phoenix v. Shawnee Building L.L.C.
11	05/18-20/2010	Testimony	CV2005-014682	City of Phoenix v. Gold Building L.L.C.
12	05/26-28/2010	Testimony	4:09-BK-26457-JMM	H.I.E. Servicing, LLC. v. Sunrise Hospitality LLC.
13	06/08/2010	Deposition	TX 2008-000551	G&J Properties/Crackerjax v. Maricopa County
14	07/23/2010	Deposition	3.07-CV-8068/8070	BNSF Railway Co. v. Coconino Land & Cattle Co.
15	09/09/2010	Deposition	CV2009-004395	Daryl A. Wolfswinkel v. Meridian SPE
16	09/13/2010	Deposition	AAA765270014210SUBR	Moreno v. D.R. Horton et al
17	09/15/2010	Deposition	CV2008-024077	Rosebud/Picacho LLC v. Zaugg et al.
18	09/23/2010	Testimony	CV2007-052952	SC34, LLC v. Desert Mountain Master Assoc. etal
19	10/06/2010	Testimony	CV2008-054616	Ferro etal v. Pulte Homes
20	10/25/2010	Deposition	TX 206-000397	Anthem Golf, LLC v. Maricopa County
2011				
1	01/27/2011	Testimony	CV2009-054882	ICB/CNB v. Del Sur & La Peter
2	03/09/2011	Testimony	4:10-BK-33267-EWH	National Bank of Arizona v. Michael Kobylinski
3	03/30/2011	Deposition	CV2009-053341	Wenima Devel. LLC v. Lawyers Title Ins. Corp.
4	03/31/2011	Deposition	2:11-BK-2238-JMM	Karlin Surprise, LLC, GVSW Surprise Plaza, LLC
5	05/11/2011	Testimony	2:11-BK-4197-RJH	Security National Financial Corp. v. Konenko
6	06/15/2011	Deposition	CV2010-000044	Pacific Western Bank v. Desert Sunshine, LLC
7	06/24/2011	Deposition	CV2010-012419	National Bank v. DMLI Partners, LLC
8	07/01/2011	Deposition	2:10-36475 CGC	Interchange Holdings v. Double G West Acres
9	08/12/2011	Testimony	CV2010-000044	Pacific Western Bank v. Desert Sunshine, LLC
10	09/02/2011	Testimony	CV2010-054682	Bank of Arizona v. Pulley
11	11/01/2011	Deposition	C.N. 090500665	Day v. Park City Title
2012				
1	02/22/12	Deposition	2:11-bk-27322-CGC	National Bank of Arizona v. Brewer
2	03/21/2012	Deposition	CV2011-007855	Enterprise Bank v. BCO Buckeye, L.L.C.
3	03/30/2012	Testimony	CV2011-007855	Enterprise Bank v. BCO Buckeye, L.L.C.
4	04/06/2012	Deposition	C.N. 090500665	Day v. Park City Title
5	07/10/2012	Deposition	CV2010-099451	Silverstone Inv. LLC v. Pioneer Title Agency, Inc.
6	09/26/2012	Deposition	CV2006-008394	City of Phoenix v. Saia Family Ltd Partnership
7	10/22/2012	Testimony	V1300CV201280331	Big Park W.I.D. v. Camino Del Diamante, LLC
8	10/30 & 31/2012	Testimony	CV2010-005362	Guaranty Bank & Trust v. Rancho Tuscana, LLC
9	11/06/2012	Testimony	2:12 bk-154286-rjh	Parkway Bank v. 44 th & Camelback Loan I&II LLC
10	11/08/2012	Testimony	CV2009-032530	Great Western Bank v. LJC Development LLC
11	11/14/2012	Testimony	CVC2006-008394	City of Phoenix v. Saia Family Ltd Partnership
2013				
1	01/12/2013	Deposition	12-bk-16548-JMM	MV AZ LLC v. Moon Valley Country Club
2	1/17 & 2/11/2013	Testimony	12-bk-16548-JMM	MV AZ LLC v. Moon Valley Country Club
3	01/28/2013	Testimony	Private Arbitration	Dugger etal v. Richmond American Homes etal
4	02/19/2013	Deposition	AAA .76148Y00093 12	Coastline RE Holding v. 48 th & Washington LLC
5	03/19 & 20 /2013	Testimony	AAA .76148Y00093 12	Coastline RE Holding v. 48 th & Washington LLC
6	09/30/2013	Deposition	CV2006-004696	City of Phoenix v. Edw C. Levy Company et al
7	10/11/2013	Testimony	CV2012-009493	BMO Harris Bank, N.A. v. Mahmood & Noon
8	10/24/2013	Testimony	CV2011-08127	Inspirador LLC etal v. BBVA Compass Bank et al

9	11/01/2013	Deposition	CV2012-008687	Coastline RE Holding v. Marina Vista Inv.
10	11/12/2013	Testimony	CV2012-008687	Coastline RE Holding v. Marina Vista Inv.
2014				
1	02/10/2014	Testimony	CV2010-080615	Guerrera v. Sawyer, Berg, Bonnell, Keller Williams
2	08/13/2014	Deposition	V1300CV201280331	Big Park W.I.D. v. Camino Del Diamante, LLC
3	08/25/2014	Testimony	PB2013-091530	Estate of Virginia G. Myrman v. U.S. Bank, N.A.
4	09/25/2014	Deposition	2:12-cv-01781-LRH-PAL	Branch Banking & Trust v. Southern Holding, LLC
5	10/14/2014	Testimony	PB2012-002237	The James R. Baum \$ Myra W. Baum Trust
2015				
1	01/05/2015	Deposition	CV2012-00339	Court Appointed Commissioner Snitzer v. Snitzer
2	08/17/2015	Deposition	CV2012-015946	Maricopa County v Power & Williams Field, LLC
2016				
1	01/15/2016	Testimony	CV2014-052308	Daubert Hearing-White v. Lasky, et al
2	02/25/2016	Deposition	EQCV 035813 (Iowa)	Akron Riverview v. Wohlemburg Trust, et al
3	03/25/2016	Deposition	CV2013-055188	Tresor Inv. LLC v. Southwest Arch. Builders, Inc.
4	05/16/2016	Testimony	2:12-cv-01781-LRH-PAL	Branch Banking & Trust v. 27' & Southern LLC etal
5	05/17/2016	Testimony	PB2012-027	Larson Family R. Trust v. Sandra L. Adams
6	07/18 & 07/19/16	Testimony	7-271 L-Mediation	Jack Ladd et al v. United States of America
7	8/17/2016	Testimony	CV2015-091148	Massey v. 1st HC, LLC
8	12/20/2016	Deposition	CV2015-00292	Carroll v. Whetstone Const. LLC et al
2017				
1	5/2/2017	Deposition	CV2015-009886	Williams, Holcombe v. King, et al
2	5/3/2017	Testimony	01-15-0004-5606	Aitken, Uhrig, White, et al v. David Dewar
3	9/14/2017	Deposition	CV2015-007919	Berman v. Rosenthal, et al
4	11/13 & 11/14/2017	Testimony	CV02081-JLK	Nelson Stone, MD etal v. Vail Resorts Development Company & Arrabelle at Vail Square LLC
2018				
1	1/31/2018	Testimony	D-2016 3099	Kinney v. Kinney
2	3/28/18	Testimony	AAA No. 01-17-0004-3764	Mesa Office Park Inv. LP v. TSA Group USA, LTD
3	4/18/18	Testimony	CV2015-009886	Williams & Holcombe v. King
4	6/22/18	Deposition	CV2016-016099	Park Plaza LLC v. Smith Partners@51 LLC
2019				
1	4/29/19	Testimony	CV2016-016099	Park Plaza LLC v. Smith Partners@51 LLC
2	8/26/2019	Deposition	CV2017-009080	State of Arizona v. CalMat of Arizona
3	12/19/2019	Deposition	CV2016-013258	MVP Holdings Inc. v. 101 Bell Corp. Center II, LLC
4	12/20/2019	Deposition	CV2016-017754	Ialenti, LLC v. BKM Black Canyon 103, LLC
2020				
1	2/11/2020	Deposition	CV2018-012325	AZTROCK LLC v. Scottsdale Mountain Com. Assn.
2	5/6/2020	Deposition	CV2019-010045	Fraher v. Spain
2022				
1	11/22/2022	Deposition	CV2017-094447	411 Inv LLC et al v. Hickman's Egg Ranch Inc. et al
2023				
1	02/03/2023	Deposition	S8015-CV2018-01106	Bullhead City v. AZ Series 5/Aileron Inv. LLC.
2	06/16/2023	Deposition	AAA .02-20-0014-6174	Villagio at Happy Valley C. A. v. D.R. Horton Inc. et al.
3	11/16/2023	Deposition	3:22-cv-08030-SPL	DJL AZ Investments LLC v. Chicago Title Ins. Co.

**QUALIFICATIONS
OF
JAMES W. HOGAN
REAL ESTATE VALUATION CONSULTANT**

Professional Certification and Affiliations

- ◆ Certified General Real Estate Appraiser, Certificate Number 31678, State of Arizona

EXPERIENCE

- 2002 to Present - Appraiser-Sell & Associates, Inc., Tempe, AZ

I have appraised or assisted in the appraisal, market analysis and feasibility studies of many different property types including vacant land, residential and commercial subdivision, condominium projects, office buildings, retail centers, industrial properties, apartments, restaurants, dental and medical offices, counseling centers, residential properties, communication towers, easements, and right-of-way valuations throughout the State of Arizona. My experience includes a variety of assignments for litigation, eminent domain, and acquisition proceedings. Furthermore, I am a general partner in a professional office building.

PROPERTY TYPES/ASSIGNMENTS

- | | |
|---------------------------------|--|
| ➤ Professional Office Buildings | ➤ Partial Interest Valuations |
| ➤ Retail Buildings | ➤ Feasibility Studies |
| ➤ Industrial Properties | ➤ Partial Taking Valuations |
| ➤ Restaurants | ➤ Transportation and Utility Corridors |
| ➤ Residential Subdivisions | ➤ Billboard Leases |
| ➤ Condominium Projects | ➤ Leased Fee Analysts/Valuations |
| ➤ Medical Office Buildings | ➤ Right-of-Way and Easements |
| ➤ Auto Service Facilities | ➤ Ranches |
| ➤ Convenience Stores | ➤ Agricultural Land |
| ➤ Mini-Storage Facilities | ➤ Multi-Family Residences |
| ➤ Commercial Subdivisions | ➤ Single-Family Residences |
| ➤ Apartments | ➤ Communication Towers |

LITIGATION ASSIGNMENTS

- Eminent Domain
- Bankruptcy
- Estate Taxes
- Foreclosure
- Easements
- Divorce

EDUCATION

- ◆ Associates of Arts Degree with Distinctions, Business Administration - Mesa Community College, May 2000
- ◆ College Courses
- Appraisal Course 101, Arizona School of Real Estate and Business, Scottsdale, AZ, September 2003
- Appraisal Course 102, Arizona School of Real Estate and Business, Scottsdale, AZ, October 2003
- Uniform Standards of Professional Appraisal Practice (USPAP), Scottsdale, AZ, October 2003
- Appraisal Course 104 Part 1, Arizona School of Real Estate and Business, Scottsdale, AZ, October 2004
- Appraisal Course 103, Arizona School of Real Estate and Business, Scottsdale, AZ, November 2004
- Appraisal Course 104 Part 2, Arizona School of Real Estate and Business, Scottsdale, AZ, November 2004
- ◆ Uniform Standards of Professional Appraisal Practice (USPAP), Scottsdale, AZ, June 2006
- ◆ General Appraisal Income Approach, Part I, Plano, TX, September 2008
- ◆ Using Your HP12C Financial Calculator, Appraisal Institute, September 2008
- ◆ Condemnation Appraising: Principles and Applications, Henderson, NV, July 2009
- ◆ Uniform Standards of Professional Appraisal Practice “2010-2011” (USPAP), Scottsdale, AZ, October 2010
- ◆ Appraising the Appraisal: Appraisal Review-General, Tucson, AZ, September 2012
- Apartment Appraisal, Concepts & Applications, Appraisal Institute, October 2012
- Uniform Standards of Professional Appraisal Practice “2012-2013” (USPAP), Scottsdale, AZ, October 2012
- Analyzing Operating Expenses: Appraisal Institute, October 2014
- Small Hotel/Motel Valuation: Appraisal Institute, October 2014
- Forecasting Revenue: Appraisal Institute, October 2014
- Uniform Standards of Professional Appraisal Practice “2014-2015” (USPAP), Scottsdale, AZ, October 2014
- Subdivision Valuation: Appraisal Institute, November 2016
- Comparative Analysis: Appraisal Institute, November 2016
- Eminent Domain and Condemnation: Appraisal Institute, November 2016
- Uniform Standards of Professional Appraisal Practice “2016-2017” (USPAP), Scottsdale, AZ, October 2016
- Appraising Automobile Dealerships; Appraisal Institute, November 2018
- Appraisal of Medical Office Buildings; Appraisal Institute, November 2018
- Cool Tools: New Technology for Real Estate Appraisers; Appraisal Institute, November 2018
- Uniform Standards of Professional Appraisal Practice “2018-2019” (USPAP), Scottsdale, AZ, October 2018
- FHA Appraising-Principles and Procedures; Appraisal Institute, November 2020
- Uniform Standards of Professional Appraisal Practice “2020-2021” (USPAP), Scottsdale, AZ, November 2020
- Measure It Right – Using the ANSI-Z765-2013 Standards for Residential Properties; Appraisal Institute, December 2020
- Practical Applications of the Residential Sales Comparison Approach; Appraisal Institute, December 2020
- Excel Applications for Valuation; Appraisal Institute, January 2023
- Expand Your Practice: Arbitration Do’s and Don’ts; Appraisal Institute, January 2023
- Appraiser’s Guide to Expert Witnessing; Appraisal Institute, January 2023
- Uniform Standards of Professional Appraisal Practice “2022-2023” (USPAP); Appraisal Institute, December 2022

REPRESENTATIVE CLIENTS

- Institutional and Private Lenders
- Real Estate Investment Trusts
- Attorneys
- Federal, State, Municipal and Tribal Gov.
- Accountants
- Departments of Transportation
- Developers/Investors Property Owners

GEOGRAPHICAL AREA

- State of Arizona
- Navajo Nation
- White Mountain Apache Indian Reservation
- Gila River Indian Community
- Salt River Pima Maricopa Indian Community



1776 W. Rutledge Dr.
Snowflake, AZ 85937

Estimate

Date 3/4/24

Estimate # 3672

Precast Concrete,
Asphalt Maintenance
& Paving

Kyle: 928-457-8256
Kelly: 928-457-8283
Jarom: 928-243-4362
Office: 928-536-0000

Bill To

Town of Eagar
PO Box 1300
Eagar, AZ 85925

Project	Prepared By
Eagar Cemetary	Kelly

Item	Description	Qty	Rate	Amount
6' wall	This Estimate is for Wall with 6' Columns and 2' panels to match the partial view wall at the park in Eagar. Railing will be installed by frontier fence company. Footings, 6' columns, and 2' Panels installed, grouted and capped for approximately 387 LF	387	65.00	25,155.00T
Panel Cut	Cut Panel to Specific Length IF NECESSARY. May not be necessary if natural wall length is used at an endpoint. Customer charged for ACTUAL REQUIRED (for 387 LF section)	1	192.00	192.00T
6' wall	Footings, columns, and Panels. Two panel sections AT ENTRANCE . One on each side. 26 LF	26	65.00	1,690.00T
Gate Column	Additional Footing and column for gate opening. AT ENTRANCE.	1	615.00	615.00T
Panel Cut	Cut Panel to Specific Length. Each panel section likely requiring cut for length.	2	192.00	384.00T
Mobilization	Mobilize equipment and laborers to job site.	1	2,800.00	2,800.00
Transport	Transport precast product to installation site. 5 loads possible. Charged for ACTUAL	5	750.00	3,750.00T
Railing	Installed railing provided by subcontractor. 32 Panels consisting of 6' columns and 2' panels. Metal railing with 2 horizontal rails, no finials or points. Railing fabricated and installed by Frontier Fence Co. LLC	1	13,083.00	13,083.00
NOTES	Notes to customer. No haulaway or disposal of footing dirt included. Rock excavation with backhoe/air hammer is not anticipated, and is not included in estimate.		0.00	0.00

Subtotal

We look forward to working with you.

Email: jaromhatch@yahoo.com
or hamindustries22@gmail.com

ROC# 320584

Sales Tax (5.915%)

Total



1776 W. Rutledge Dr.
Snowflake, AZ 85937

Estimate

Date 3/4/24
Estimate # 3672

Precast Concrete,
Asphalt Maintenance
& Paving

Kyle: 928-457-8256
Kelly: 928-457-8283
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Bill To

Town of Eagar
PO Box 1300
Eagar, AZ 85925

Project	Prepared By
Eagar Cemetary	Kelly

Item	Description	Qty	Rate	Amount
	~~~~~ CHANGE ORDER ~~~~~ March 12, 2024 > Removed 413 Color. (-\$4,130.00) Total change to estimate -\$4,374.29 ~~~~~			

We require 50% down before the start of any project.  
Estimates are good for 30 days.  
We look forward to working with you.

Email: jaromhatch@yahoo.com  
or hamindustries22@gmail.com

ROC# 320584

Subtotal	\$47,669.00
Sales Tax (5.915%)	\$1,880.14
<b>Total</b>	<b>\$49,549.14</b>

CSR:  
Amount:



**SPECIAL EVENT LICENSE**  
**APPLICATION FEE \$25.00 PER DAY**

Arizona Department of Liquor Licenses and Control  
800 W. Washington St. 5th Floor Phoenix, AZ 85007  
(602) 542-5141

**DLLC USE ONLY**  
Job #:  
Date Accepted:  
CSR:  
License #:

Application **MUST** be submitted to the Department of Liquor 10 days prior to the event.

**SECTION 1** Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

Brown, Weston Howard

- Applicant: _____  
(Must be an Officer/Member of the Non Profit Entity) Last First Middle
- Applicant's mailing address: PO 1324 Eagar, AZ 85925  
Street City State Zip
- Applicants home/cell phone: 480-215-6915 Applicant's business phone: 480-270-4323
- Applicant's email address: weston@westonforensic.com
- Special Event Name: Round Valley Rodeo
- Name of Non-Profit Organization, Candidate or Political Party/Gov.: Round Valley Rodeo
- Non-Profit/IRS Tax Exempt Number: 82-4086928
- Arizona Corporation Commission File #: _____ If out of State please specify: _____  
(Attach letter of good standing)
- Event Location Name: Round Valley Rodeo Grounds
- Event Address: 7 S. Highway 180, Eagar, Arizona 85925

Dates and Hours of Event - Days must be consecutive and may not exceed 10 consecutive days.

****SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY****

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	07/04/24	Thursday	1100	1730
DAY 2:	07/05/24	Friday	0730	1730
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



**SECTION 2** What type of security and control measures will you take to prevent violations of liquor laws at this event?  
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

_____ Number of Police _____ Number of Security Personnel  Fencing  Barriers

**Must** explain security measures: Volunteer police staffing present as well as Apache County

**SECTION 3** What is the purpose of this event?

On-site consumption  Off-site (auction/wine/distilled spirits pull)  Both

How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?  
Check one of the following boxes. (R-19-318)

A)  Special Event being held on an **unlicensed** premises will require approval and signature by the Local Governing Body on page 3. (If checked move to section 4)

B)  Will this event be held on a currently licensed premises and within the already approved and licensed area?  
(**Must attach a letter from the licensed premises with an explanation of the option checked below**)

_____ Name of Business _____ License Number _____ Phone (Include Area Code)

Place license in non-use - *Special Event Licensee selling all alcohol without retailer involvement*  
**Must attach letter from the location suspending license for duration of special event**

Dispense and serve all spirituous liquors under retailer's license – *Business operates normally, minimum of 25% of gross revenue from alcohol sales is donated to licensee*

Dispense and serve all spirituous liquors under special event - *The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be separated from any alcohol used during the special event. Must attach letter from the location suspending license for duration of special event*

Split premise between special event and retail location - *Both the special event licensee and the retailer will conduct sales of alcohol. (These sales will be done in separate areas. If alcohol is donated or purchased by the special event licensee it must be in a separate area than the alcohol that is dispensed by the licensed retailer.)*

**Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions** – *Retailer will still be permitted to conduct all normal sale and service of alcohol.*

**SECTION 4**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

Yes  No If yes, attach letter of explanation.

2. How many special event days have been issued to this organization during the calendar year? 0

3. Is the Organization using the services of a Special Event Contractor? (A licensee can utilize the services of a special event contractor who may purchase and sell alcohol on behalf of the licensee. If no special event contractor is listed, the licensee is responsible for the sales and service of alcohol.)

Yes  No If yes, please provide the Name of the Special Event Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol? (Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be the special event contractor)

Yes  No if yes, please provide the Name of Licensee: _____ License #: _____

5. List the name of the Individual or Organization that will receive revenues. **MUST EQUAL 100 PERCENT.**

**Attach additional sheet if necessary.**

Name: Round Valley Rodeo Percentage: 100

Address: PO Box 1324 Eagar, AZ 85925  
Street City State Zip

Name: Percentage:

Address: Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

**NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

**SECTION 5** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local governing body before submitting to the Department of Liquor Licenses and Control. Please contact the local governing board for additional information.

APPLICANT SIGNATURE

**Declaration:**  
I, (Print Name) Weston Brown, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.  
*Weston Brown*  
Signature

LOCAL GOVERNING BODY

Date Received: _____  
I, _____ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)  
On behalf of _____ Signature Date Phone  
(City, Town, County)

The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

AZDLLC USE ONLY

APPROVAL  DISAPPROVAL BY: _____ DATE: _____

