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NOTICE OF A PUBLIC MEETING

GILA BEND TOWN COUNCIL

**Tuesday May 28, 2024; 6:00pm**

**Gila Bend Unified School District Media Center**

**308 North Martin Avenue**

**Agenda**

Pursuant to ARS § 38-431.02, notice is hereby given that the TOWN COUNCIL will hold a Council meeting on Tuesday May 28, 2024, beginning at 6:00 p.m., in the Gila Bend Unified School District Media Center located at 308 N Martin Avenue, Gila Bend, Arizona. Doors open to the Council meeting room at 5:45pm for public seating. The public may be asked to temporarily relocate if an executive session occurs. The public will be invited back into the Council meeting room when the Council returns from executive session. **Council Members of the Town of Gila Bend Town Council will attend either in person or by telephone or video communication.** A copy of the final agenda will be available twenty-four hours prior to the meeting in the Town Clerk's Office, 644 West Pima, Gila Bend, AZ 85337.

**I. CALL TO ORDER**

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation

**II. ROLL CALL**

Mayor Tommy Sikes

Councilmember Chris Riggs

Vice Mayor James Turner

Councilmember Scott Swanson

Councilmember Fernando Fernandez

Councilmember Donny Young

Councilmember Clyde Kreeger

**III. Call to the Public** (The procedures to follow if you address the Council are: Council requests that you express your ideas in three minutes or less and refrain from any personal attacks or derogatory statements about any individual. The Mayor will limit discussion whenever he deems such an action appropriate to the proper conduct of the meeting. At the conclusion of an open call to the public, individual members of the Council may respond to criticism made by those who have addressed the Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take legal action on any matters during an open call to the public unless the matters are properly noticed for discussion and legal action.)

**IV. CONSENT AGENDA** (all items subject to approval by a single motion; any Councilmember may require any of these items to be voted on separately).

A. **Approval of Council Meeting Minutes:** The Mayor and Town Council may discuss and possibly take action on the approval of the May 14, 2024 regular council meeting minutes. **Discussion and possible action**

B. **Payment of Claims:** The Mayor and Town Council may discuss and possibly take action to ratify claims in the amount of \$172,802.25 and approve claims in the amount of \$58,139.73 for the period of May 8, 2024 through May 21, 2024. **Discussion and possible action**

V. **NEW BUSINESS**- Discussion and possible action on the following items:

- A. **Logan Simpson Contract Amendment 2**: Mayor and Town Council may discuss and possibly take action to waive bidding requirements, pursuant to Title 3, Chapter 38, Section 38.09(B) and to approve Contract Amendment No. 2 to include in-person on-call appointments, social media management, and website maintenance and extend the contract end date to June 30, 2025. **Discussion and possible action**
- B. **Logan Simpson Consultant Agreement Zoning Code Update**: Mayor and Town Council may discuss and possibly take action to waive bidding requirements pursuant to Title 3, Chapter 38, Section 38.09(B) and to approve a consultant agreement between the Town of Gila Bend and Logan Simpson for FY24 through FY25 in the amount of \$60,624.00 for a comprehensive update to the Town's zoning code and subdivision regulations, and the creation of a digitized official zoning map. **Discussion and possible action**
- C. **Logan Simpson Consultant Agreement Town Code Update**: Mayor and Town Council may discuss and possibly take action to waive bidding requirements pursuant to Title 3, Chapter 38, Section 38.09(B) and to approve a comprehensive Town Code Update agreement between the Town of Gila Bend and Logan Simpson for FY24 through FY25 in the amount of \$51,000. **Discussion and possible action**
- D. **Willdan Contract Agreement**: Mayor and Town Council may discuss and possibly take action to waive bidding requirements pursuant to Title 3, Chapter 38, Section 38.09(B), and to approve a contract agreement between the Town of Gila Bend and Willdan Engineering for permitting and inspection services for the Town, including on-call building official services. **Discussion and possible action**
- E. **Gatlin Cultural and Natural Resource Park Award**: Mayor and Town Council may discuss and possibly take action to award the Gatlin Cultural and Natural Resource Park public facilities design and development plan to Wilder Landscape Architects in an amount not to exceed \$40,000. **Discussion and possible action**
- F. **Municipal Airport Entitlement Funds Transfer**: Mayor and Town Council may discuss and possibly take action to approve the transfer of \$150,000 in FAA Entitlement Funds to Scottsdale Airport. **Discussion and possible action**

VI. **MCSO REPORT**

(This is the time MCSO may present a brief summary on MCSO crime statistics, data, and cases. The Council may not propose, discuss, deliberate, or take any legal action on the information presented)

**April Report**

VII. **FIRE CHIEF REPORT**

(This is the time the Gila Bend Fire Chief may present a brief summary on fire statistics, data, and incidents. The Council may not propose, discuss, deliberate or take any legal action on the information presented.)

VIII. **MAYOR AND COUNCIL MEMBER'S REPORT ON CURRENT EVENTS**

(This is the time Councilmember's may present a brief summary on current events. The Council

may not propose, discuss, deliberate or take any legal action on the information presented except that an individual Councilmember may ask that an item be placed on a future agenda.)

**IX. TOWN MANAGER REPORT**

(This is the time the Town Manager may present a brief summary on current events. The Council may not propose, discuss, deliberate, or take any legal action on the information presented except that an individual Councilmember may ask that an item be placed on a future agenda.)

**X. FUTURE AGENDA ITEMS**

(This is the time Councilmembers may request items be placed on future agendas. Requests for future agenda items that are supported by at least 3 Councilmembers shall be added to future agendas. No discussion or voting shall occur on future agenda items.)

**Special Meeting:** Mayor and Council will convene into a Special Meeting for a Board of Adjustment Variance hearing.

- A. **Church Hill Apartments Variance:** The Applicant/owner is requesting approval of setback variances for a duplex dwelling and four covered carports that have already been built at the property located at 220 W. Stout Street in the R-1 Single Family Residential Zoning District. Approval of the variances would allow for zoning approval of the existing structures. **Discussion and action**
- B. **201 N Martin Variance:** The Applicant/Owner is requesting approval of a setback variance to an existing single-family dwelling and garage at the property located at 201 N Martin Ave in the R-4 four plex residential zoning district. A single family dwelling is a permitted use and a private garage is a permitted use and a private garage is a permitted accessory use in the R-4 zoning district. Both structures are historically sited, and approval of the variances would memorialize the location of the existing structures. **Discussion and action**

XI. **Executive Session:** Mayor and Town Council may convene into executive session pursuant to A.R.S. § 38-431.03(A)(3)&(4) for discussion and consultation concerning a development agreement with Aluminum Dynamics. **Discussion only**

**XII. ADJOURNMENT**

NOTE: The Council may go into Executive Session for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

Beth Sanchez

Beth Sanchez  
Town Clerk

05/24/2024  
Date Before 4:00 pm  
Time

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES AND PERSONS WITH LIMITED ENGLISH PROFICIENCY WILL BE PROVIDED UPON REQUEST. PLEASE TELEPHONE YOUR ACCOMMODATION REQUEST (928 683-2255 OR 1-800-367-8939 ADD ARIZONA RELAY SERVICE) 72 HOURS IN ADVANCE IF YOU NEED A SIGN LANGUAGE INTERPRETER OR ALTERNATE MATERIALS FOR A VISUAL OR HEARING IMPAIRMENT; FOR AN ENGLISH TRANSLATOR CALL 928 683-2255.

LOS ALOJAMIENTOS RAZONABLES PARA PERSONAS CON INCAPACITATES Y PERSONAS CON LA PERICIA INGLESA LIMITADA SERAN PROPORCIONADOS SOBRE EL PEDIDO. TELEFONEE POR FAVOR SU PEDIDO DEL ALOJAMIENTO (928 683-2255 O 1-800-367-8939 AGREGAN ARIZONA EL SERVICIO DEL RELEVO) 72 HORAS EN EL AVANCE SI USTED NECESITA A UN INTERPRETE DE LENGUAJE POR SEÑAS O ALTERNA LAS MATERIAS PARA UN VISUAL O DETERIORO DE VISTA; PARA UNA LLAMADA INGLESA DE TRADUCTOR 928 683-2255.

Town Manager Approval

Initial *KV* Date *5-24-24*

**This agenda posted no later than 24 hours prior to the meeting at the following locations:**

**Town Website: [www.gilabendaz.org](http://www.gilabendaz.org)**

**Gila Bend Post Office bulletin board: 109 W Papago**

**Gila Bend Town Hall lobby: 644 W Pima**

**Community Center lobby: 202 N Euclid**

**Family Resource Center: 308 E Pima**

NOTICE OF A PUBLIC MEETING

GILA BEND TOWN COUNCIL

**Tuesday May 14, 2024; 6:00pm**

**Gila Bend Unified School District Media Center**

**308 North Martin Avenue**

**MINUTES**

**I. CALL TO ORDER**

- A. Call to Order **meeting called to order at 6:00 pm**
- B. Pledge of Allegiance **led by Mayor Tommy Sikes**
- C. Invocation **given by Councilmember Clyde Kreeger**

**II. ROLL CALL**

Mayor Tommy Sikes

Councilmember Chris Riggs

Vice Mayor James Turner

Councilmember Scott Swanson

Councilmember Fernando Fernandez **Absent**

Councilmember Donny Young **Absent**

Councilmember Clyde Kreeger

**III. Call to the Public** (The procedures to follow if you address the Council are: Council requests that you express your ideas in three minutes or less and refrain from any personal attacks or derogatory statements about any individual. The Mayor will limit discussion whenever he deems such an action appropriate to the proper conduct of the meeting. At the conclusion of an open call to the public, individual members of the Council may respond to criticism made by those who have addressed the Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take legal action on any matters during an open call to the public unless the matters are properly noticed for discussion and legal action.)

**Resident Amanda Litwhiler spoke about the 9/11 Memorial and the bird droppings on the memorial and surrounding benches and the dark green water with trash. Ms. Litwhiler also spoke about the Community Center Park the equipment having vulgar graffiti that has been there for years along with the man that has been camping in the town park illegally. Ms. Litwhiler spoke about Council needing to ask where the sign is for the Town Office or why it is so hard to fix the front door. Ms. Litwhiler also spoke about the seniors being restricted on where they can go as they should be able to go to the casino and be at the zoo longer than an hour. Ms. Litwhiler also spoke about new equipment that has not been installed or in used at the Community Center and would also like to know the status of the new ambulance to be purchased. Ms. Litwhiler spoke about running for Council and learning about the culture and visited the museum to learn about the Gatlin Site and the Town is not representing the town. Ms. Litwhiler is tired of the negativity and believe the town can do better. Councilmember Scott Swanson asked about what was meant by the covering at 9/11 and Ms. Litwhiler is talking about the covering over the steel beam and also spoke about being from the east coast and the significance of the 9/11 Memorial.**

**IV. Presentation:** Kevin Larson, Water Operator of Record for the Town of Gila Bend, will discuss the sewer capacity report. **Discussion only**

**Town of Gila Bend Water Operator of Record Kevin Larson gives his presentation on the CMOM report including guidelines for maintenance and servicing for the sewer lines. A CMOM is a Capacity Management Operation Maintenance and collection and**

distribution systems do not come with a tangible O&M manual. The manual is included once you have a lift station or booster station in place. This gives you information on how to operate and maintain it. The Town now has a real life map of the system via GIS as well as a condition assessment with recommendations.

Councilmember Scott Swanson asked about the force main line and Kevin Larson responded that this picks up at Main and St. Louis where it goes from the lift station to the next gravity sewer which is roughly a mile long.

Kevin Larson went over the pipeline velocities in various areas around town and the depth over diameter should not be more than 75% and this shows that the system is mostly flat.

Councilmember Scott Swanson asked about the pump house and where the next line would go and where he does not see any sewer lines if that means they have no sewer. Kevin Larson informed Council that these areas are not publicly mapped in this setting for infrastructure safety concerns.

Kevin Larson continued to speak about the cleaning of the system recommended at about 40% of the lines each year and the Town actually doubles this. Kevin Larson continued to speak on the line cleaning and other testing.

Councilmember Scott Swanson asked about the need for developments to model the capacity needed for their development and Kevin Larson confirmed that yes these developments are responsible for providing their own modeling which the Town will determine if the infrastructure has the capacity required by the needs of the development.

V. **CONSENT AGENDA** (all items subject to approval by a single motion; any Councilmember may require any of these items to be voted on separately).

A. **Approval of Council Meeting Minutes:** The Mayor and Town Council may discuss and possibly take action on the approval of the April 23, 2024 regular council meeting minutes. **Discussion and possible action**

B. **Payment of Claims:** The Mayor and Town Council may discuss and possibly take action to ratify claims in the amount of \$201,622.82 and approve claims in the amount of \$99,836.04 for the period of April 17, 2024 through May 7, 2024. **Discussion and possible action**

**Councilmember Chris Riggs moved to approve the Consent Agenda as presented  
Second by Councilmember Clyde Kreeger**

**Motion to approve the Consent Agenda passed (5-0)**

**For:** Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger, Chris Riggs and Scott Swanson

**Against:** 0

**Abstain:** 0

**Absent:** Councilmembers Fernando Fernandez and Donny Young

VI. **NEW BUSINESS** - Discussion and possible action on the following items:

A. **Logan Simpson Contract Amendment:** Mayor and Town Council may discuss and possibly take action to waive bidding requirements, pursuant to Title 3, Chapter 38, Section 38.08 "Selection of Supplier", to approve a General Plan Update contract amendment to include Zoning Code and Town Code Updates between the Town of Gila Bend and Logan Simpson for FY24 through FY25 in the amount of \$111,624. **Discussion and possible action**

**Councilmember Chris Riggs moved to table the Logan Simpson Contract Amendment  
Second by Councilmember Clyde Kreeger**

**Motion to table the Logan Simpson Contract Amendment passed (5-0)**

For: **Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger, Chris Riggs and Scott Swanson**  
Against: 0  
Abstain: 0  
Absent: **Councilmembers Fernando Fernandez and Donny Young**

B. **Water Infrastructure Finance Authority of Arizona Grant Award Approval:** The Mayor and Council may discuss and possibly take action to accept the award for a Water Meter Replacement Grant from the Water Infrastructure Finance Authority of Arizona (WIFA) in the amount of \$330,000. **Discussion and action**

**Councilmember Chris Riggs moved to approve the Water Infrastructure Finance Authority of Arizona Grant Award**

**Second by Councilmember Clyde Kreeger**

**Motion to approve the Water Infrastructure Finance Authority of Arizona Grant Award passed (5-0)**

For: **Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger, Chris Riggs and Scott Swanson**

Against: 0

Abstain: 0

Absent: **Councilmembers Fernando Fernandez and Donny Young**

**VII. MAYOR AND COUNCIL MEMBER'S REPORT ON CURRENT EVENTS**

(This is the time Councilmember's may present a brief summary on current events. The Council may not propose, discuss, deliberate or take any legal action on the information presented except that an individual Councilmember may ask that an item be placed on a future agenda.)

**Councilmember Scott Swanson had a good Cinco De Mayo with lots of food and candy that he had never had before; Mayor Tommy Sikes asked how the dog situation is going for Councilmember Swanson and Councilmember Swanson spoke about the 84 dogs and puppies that he has just taken in 2 moms and 6 puppies were taken in from the Palms and they were full of fleas and ticks. County came to pick them up and one of puppies has already been adopted. Councilmember Swanson is getting them off the streets and into homes and they are being fixed and getting their shots. The dogs in town are suffering with diseases like parvo and instead of putting them in a plastic bag on the street this is what we need to do.**

**Councilmember Chris Riggs would like to address and show appreciation for DPS Officer Bowers as he was outstanding in his response to the Cinco De Mayo Celebration incident. He was first to arrive and did a great job and Councilmember Riggs will be bringing this up again in Future Agenda Items.**

**VIII. TOWN MANAGER REPORT**

(This is the time the Town Manager may present a brief summary on current events. The Council may not propose, discuss, deliberate, or take any legal action on the information presented except that an individual Councilmember may ask that an item be placed on a future agenda.)

**Town Manager Katherine Valenzuela spoke about the MAG meeting and Proposition 479 which will be going to voters in November to extend the \$.05 sales tax that helps to fund transportation. If the proposition passes it will be extended through 2045 otherwise it will end in 2025 and there will be a \$28.2 billion dollar investment loss for transportation funds which will impact economic development. The State budget is in a \$1.3 billion deficit and this money may be cut from HERF funding. Town Manager Katherine Valenzuela will be scheduling work sessions soon for the budget. Game and Fish awarded**

**a grant for the shooting range and thank you to Councilmember Riggs and Parks and Recreation Manager Pat Riggs and their sons for assisting with the development of this grant which will help with the safety, signage and maintenance of the burms.**

**IX. FUTURE AGENDA ITEMS**

(This is the time Councilmembers may request items be placed on future agendas. Requests for future agenda items that are supported by at least 3 Councilmembers shall be added to future agendas. No discussion or voting shall occur on future agenda items.)

**Councilmember Chris Riggs would like Council to entertain the idea of giving a letter of commendation to Officer Bowers with DPS and sending the commendation to Col. Jeffery Glover the Director of the Department of Public Safety as well as a copy to the Assistant Director of the Highway Patrol Division Lt. Col. Deston Coleman. His response to the incident at the town park was significantly faster than the response we received from MCSO and Councilmember Riggs would like to show that we appreciate our DPS officers when they go above and beyond like they did that day. This was supported by Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmember Scott Swanson agreed with this item.**

**Special Meeting:** Mayor and Council will convene into a Special Meeting for a Board of Adjustment Variance hearing.

**Councilmember Chris Riggs moved to convene into a Special Meeting for BOA Variance Hearing Second by Vice-Mayor James Turner**

**For:** Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger, Chris Riggs, and Scott Swanson

**Against:** 0

**Abstain:** 0

**Absent:** Councilmembers Fernando Fernandez and Donny Young

A. Love's Sign Variance: The applicant, Effective Images, is requesting the approval of a Variance for an additional height of 5.1 feet for a sign to be placed at the Love's Travel Center located at 820 W Pima Street. **Discussion and action**

**Sandra Hoffman with Logan Simpson provides Mayor and Council with information regarding the signage variance that Love's is applying for. The sign height variance is for general visibility due to the semis and safety as Love's will be easier to locate with the height of the sign. If the variance is approved the stipulation would be to include the purchase and approval of the necessary building permits.**

**Councilmember Scott Swanson asked about the signs and the difference and Sandra Hoffman explains the overall size and height which did not change but more updating to the overall sign. Councilmember Swanson thanked the Love's Representative for making improvements and the representative agreed and is happy to be here.**

**Councilmember Scott Swanson moved to approve the variance of the additional 5.1 feet for a sign to be placed at the Love's Travel Center**

**Second by Councilmember Chris Riggs**

**Motion to approve the Love's Travel Center sign variance passed (5-0)**

**For:** Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger, Chris Riggs and Scott Swanson

**Against:** 0

**Abstain:** 0

**Absent:** Councilmembers Fernando Fernandez and Donny Young

**Councilmember Chris Riggs moved to come out of the Special Meeting and move into Executive Session number one**

**Second by Vice-Mayor James Turner**

**Motion to come out of the Special Meeting and move into Executive Session number one passed (5-0)**

**For:** **Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger, Chris Riggs and Scott Swanson**

**Against:** **0**

**Abstain:** **0**

**Absent:** **Councilmembers Fernando Fernandez and Donny Young**

**X. Executive Session:** Mayor and Town Council may convene into executive session pursuant to A.R.S. § 38-431.03(A)(3)&(4) for legal advice and discussion concerning the building permitting process and the Town's contracts for building permitting services. **Discussion only**

**Executive Session:** The Mayor and Town Council may convene into executive session pursuant to A.R.S. § 38-431.03(A)(3) for legal advice concerning MCSO's Cinco De Mayo incident response and liability issues associated therewith.

**XI. ADJOURNMENT**

**Councilmember Chris Riggs moved to adjourn at 7:36 pm**

**Second by Councilmember Clyde Kreeger**

**Motion to adjourn at 7:36 pm passed (5-0)**

**For:** **Mayor Tommy Sikes, Vice-Mayor James Turner, Councilmembers Clyde Kreeger, Chris Riggs and Scott Swanson**

**Against:** **0**

**Abstain:** **0**

**Absent:** **Councilmembers Fernando Fernandez and Donny Young**

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Tommy Sikes, Mayor

ATTEST:

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Beth Sanchez  
Town Clerk

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the Council Meeting held on May 14, 2024 and that the meeting was duly called and posted and that a quorum was present.

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Beth Sanchez  
Town Clerk

**This agenda posted no later than 24 hours prior to the meeting at the following locations:**

**Town Website: [www.gilabendaz.org](http://www.gilabendaz.org)**

**Gila Bend Post Office bulletin board: 109 W Papago**

**Gila Bend Town Hall lobby: 644 W Pima**

**Community Center lobby: 202 N Euclid**



## Finance Department

### EXPLANATION OF RELEASED CHECKS ON MAY 28TH, 2024

#### GENERAL LEDGER ACCOUNT NUMBERS per FUND

General Fund Department Account Numbers Always begin is a 10 in the first two of the seven GL line numbers. These Departments are funded through the General Fund Revenue the Town of Gila Bend Receives. Examples of General Fund Revenue includes taxes, licensing/permitting, intergovernmental revenues, charges for services, contracts or agree General Fund Department include the following:

Mayor and Town Council	10-41-XXX
Court and Legal	10-42-XXX
Town Clerk	10-43-XXX
Finance	10-44-XXX
Police/MCSO	10-54-XXX
Public Works	10-60-XXX
Community Development	10-62-XXX
Airport	10-64-XXX
Sanitation	10-69-XXX
Parks	10-84-XXX
Recreation	10-86-XXX

#### Special Funds

Special Funds (S.F.) Departments are restricted by law or contractual agreement for a specific project/department. S.F. Receive some to all funding from other sources than General Fund (G.F.) Expenses above the funding source amount must be covered by the G.F. through General Fund Transfers. Special Fund Departments include the Following:

Fire	11-55-XXX
Streets	21-61-XXX
Area Agency for Aging-Congregate Meals	24-70-XXX
Area Agency for Aging- Home delivery meals	24-71-XXX
Area Agency for Aging-MCO Facility	24-73-XXX
Area Agency for Aging-Transportation	24-74-XXX
Maricopa County CAP Program	24-76-XXX
1 <sup>st</sup> Thing 1 <sup>st</sup>	25-71-XXX
EMS/Ambulance	32-57-XXX

#### Enterprise Funds

An Enterprise Fund is a self-supporting government fund that sells goods and services to the public for a fee. The Town of Gila Bend has two Enterprise Departments listed below:

Water	50-52-XXX
Waste Water	50-62-XXX

\*All 10-22-XXX GL line items are for employee liability, which include payroll taxes and employee insurances



## Finance Department

### EXPLANATION OF RELEASED CHECKS ON MAY 28TH, 2024

CHECK#	VENDOR	AMOUNT	REASON RELEASED
71681	AMRRP	400.00	DU DATE
71683	ARIZONA PUBLIC SERVICE	6660.65	AVOID LATE FEE
71684	BANNER OCCUPATIONAL	287.00	DU DATE
71685	BRIAN G DI PIETRO LAW	600.00	PER CONTRACT
71686	BROWN&ASSOCIATES	12598.75	PER CONTRACT
71687	CHARD SNYDER&ASSOC	70.00	PER CONTRACT
71689	COREY DRURY/AIRPORT	409.00	PER CONTRACT
71690	FERNO WASHINGTON	4714.74	DU DATE
71691	FINCOMM SYSTEMS	4443.79	PER CONTRACT
71692	FREIGHTLINER OF AZ	3137.79	DU DATE
71694	GETZWILLER JOE	1500.00	PER CONTRACT
71695	GILA BEND FOOD MART	4931.74	LOCAL VENDOR
71696	GILA BEND SUN	82.00	LOCAL VENDOR
71698	HOMETOWN GB HARDWARE	1075.59	LOCAL VENDOR
71699	IRONWOOD TOWING	3865.22	LOCAL VENDOR
71700	CODY JORDAN	205.00	
71701	KAIROS HEALTH AZ	25360.00	DU DATE
71702	KEVIN LARSON	2410.06	PER CONTRACT
71705	MARICOPA COUNTY ENVIRO SERVICES	5180.00	DU DATE/PERMIT
71706	STEVEN MCCLURE	4500.00	PER CONTRACT
71707	NAPA	1125.03	LOCAL VENDOR
71708	NATIONA BANK OF AZ	15501.74	DU DATE



## Finance Department

### EXPLANATION OF RELEASED CHECKS ON MAY 28TH, 2024

71710	PALOMA SECURITY	1665.00	PER CONTRACT
71711	PIERCE COLEMAN PLLC	15000.00	PER CONTRACT
71712	RURAL METRO FIRE DEPT	1690.50	DUE DATE
71713	SAM'S CLUB	3444.07	AVOID LATE FEE
71714	SOUTHWEST GAS	165.62	AVOID LATE FEE
71715	SOUTHWEST RISK SERV	2500.00	DUE DATE
71716	SUMMER R WIERTH	1125.00	PER CONTRACT
71717	UNITED CONCORDIA	1238.07	PER CONTRACT
71718	VERIZON WIRELESS	324.74	AVOID LATE FEE
71720	WASTE MANAGEMENT	13004.20	DUE DATE
71721	ARIZONA PUBLIC SERVICE	59.72	AVOID LATE FEE
71722	CENTURY LINK	1632.76	AVOID LATE FEE
71724	LIFEGUARD PRO	1047.00	DUE DATE
71726	PAT WALKER	12291.25	PER CONTRACT
71728	VERIZON WIRELESS	78.56	AVOID LATE FEE
71730	APS	8396.90	AVOID LATE FEE
71731	BOUND TREE MEDICAL	3286.19	DUE DATE
71733	CANYON STATE SAFETY	4045.00	DUE DATE
71734	CENTURY LINK	98.43	AVOID LATE FEE
71736	GILA BEND SUN	94.00	LOCAL VENDOR
71738	CODY JORDAN	194.04	REIMBURSEMENT
71740	CHUCK LOWTHER	70.68	UNIFORM REIMB
71741	PALOMA SECURITY	1935.00	PER CONTRACT
71743	USABLE LIFE	357.42	PER CONTRACT

TOTAL: \$172,802.25

## Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
<b>71681</b>									
05/24	05/14/2024	71681	1681	A.M.R.R.P. WC ADMIN FUND	40000894-050	10-22785	400.00	400.00	AZ COMMERCIAL PACKAGE POLICY 7/1/23-7/1/24
Total 71681:									
400.00									
<b>71682</b>									
05/24	05/14/2024	71682	2010	AMERICAN LEGAL	33444	10-43-350	1,208.66	1,208.66	2024 S13 SUPPLEMENT PAGES
Total 71682:									
1,208.66									
<b>71683</b>									
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	21-61-620	128.82	128.82	107 MARTIN/304 RICHARDS/600 PIMA
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	11-55-620	317.65	317.65	318 PAPAGO FD/1901 HWY 85
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	32-57-620	83.42	83.42	318 PAPAGO FD/1901 HWY 85
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	10-46-620	930.27	930.27	644 PIMA/300 PIMA/644 PIMA
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	50-62-620	45.88	45.88	NSO MAIN/61200 WELL6/60408 WELL5/28551 HWY 85 WELL/
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	50-52-620	2,248.11	2,248.11	N/S/O MAIN/WELL#6/60408 WELL#5/28551 HWY85 WELL/E S'
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	24-70-620	298.91	298.91	202 EUCLID/118 EUCLID
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	10-84-620	839.92	839.92	803 LOGAN/220 PAPAGO/400 MARTIN/219 SCOTT BALL PRK
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	10-64-620	156.56	156.56	28551 HWY85/28551 HWY85 SHOP
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	24-72-620	15.33	15.33	202 EUCLID/118 EUCLID
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	24-76-620	252.93	252.93	202 EUCLID/118 EUCLID
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	24-73-620	145.62	145.62	202 EUCLID/118 EUCLID
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-1	24-71-620	53.65	53.65	202 EUCLID/118 EUCLID
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-2	10-84-620	1,100.28	1,100.28	ELECTRCITY FOR - 216 N SCOTT ST LIGHTS
05/24	05/14/2024	71683	2377	ARIZONA PUBLIC SERVICE	APRIL24-2	10-84-620	43.30	43.30	ELECTRCITY FOR - 213 N SCOTT AVE PARK
Total 71683:									
43.30									
									6,660.65

**71684**

05/24	05/14/2024	71684	3065	BANNER OCCUPATIONAL HEALTH SV	830394	32-57-340	94.50	94.50	DS COLL/NN
05/24	05/14/2024	71684	3065	BANNER OCCUPATIONAL HEALTH SV	834093	32-57-340	31.50	31.50	DS COLL/NN
05/24	05/14/2024	71684	3065	BANNER OCCUPATIONAL HEALTH SV	837112	10-60-690	35.00	35.00	DS COLL/NN
05/24	05/14/2024	71684	3065	BANNER OCCUPATIONAL HEALTH SV	848248	10-60-690	63.00	63.00	DS COLL/NN
05/24	05/14/2024	71684	3065	BANNER OCCUPATIONAL HEALTH SV	848248	32-57-340	63.00	63.00	DS COLL/NN

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total 71684:								287.00
<b>71685</b>								
05/24	05/14/2024	71685	3470	BRIAN G. DI PIETRO LAW, PLLC.	APRIL24	10-42-500	600.00	600.00
Total 71685:								600.00
<b>71686</b>								
05/24	05/14/2024	71686	3505	BROWN & ASSOCIATES CERTIFIED	39308	10-62-320	7,312.50	7,312.50
05/24	05/14/2024	71686	3505	BROWN & ASSOCIATES CERTIFIED	39315	10-62-320	455.00	455.00
05/24	05/14/2024	71686	3505	BROWN & ASSOCIATES CERTIFIED	39322	10-62-320	355.00	355.00
05/24	05/14/2024	71686	3505	BROWN & ASSOCIATES CERTIFIED	39338	10-62-320	240.00	240.00
05/24	05/14/2024	71686	3505	BROWN & ASSOCIATES CERTIFIED	39339	10-62-320	355.00	355.00
05/24	05/14/2024	71686	3505	BROWN & ASSOCIATES CERTIFIED	39492	10-62-320	2,966.25	2,966.25
05/24	05/14/2024	71686	3505	BROWN & ASSOCIATES CERTIFIED	39499	10-62-320	240.00	240.00
05/24	05/14/2024	71686	3505	BROWN & ASSOCIATES CERTIFIED	39536	10-62-320	270.00	270.00
05/24	05/14/2024	71686	3505	BROWN & ASSOCIATES CERTIFIED	39537	10-62-320	405.00	405.00
Total 71686:								12,598.75
<b>71687</b>								
05/24	05/14/2024	71687	3925	CHARD SNYDER & ASSOCIATES	1268	10-43-350	70.00	70.00
Total 71687:								70.00
<b>71688</b>								
05/24	05/14/2024	71688	11691	CINTAS CORPORATION NO 3	4192172961	24-70-660	8.36	8.36
05/24	05/14/2024	71688	11691	CINTAS CORPORATION NO 3	4192172961	24-71-660	29.65	29.65
Total 71688:								38.01
<b>71689</b>								
05/24	05/14/2024	71689	4919	DRURY, COREY	MAY24-2	10-45-340	409.00	409.00
Total 71689:								409.00
<b>71690</b>								
05/24	05/14/2024	71690	5417	FERNO WASHINGTON INC	936311	32-57-650	3,346.32	3,346.32
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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
05/24	05/14/2024	71690	5417	FERNO WASHINGTON INC	936311	32-57-650	229.22	229.22
05/24	05/14/2024	71690	5417	FERNO WASHINGTON INC	936311	32-57-650	229.22	229.22
05/24	05/14/2024	71690	5417	FERNO WASHINGTON INC	936311	32-57-650	351.20	351.20
05/24	05/14/2024	71690	5417	FERNO WASHINGTON INC	936311	32-57-650	137.97	137.97
05/24	05/14/2024	71690	5417	FERNO WASHINGTON INC	936311	32-57-650	420.81	420.81
Total 71690:								4,714.74
<b>71691</b>								
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	10-46-380	1,102.50	1,102.50
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	25-71-460	13.48	13.48
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	10-46-380	118.13	118.13
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	10-46-370	112.50	112.50
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	25-71-460	12.50	12.50
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	25-71-420	125.00	125.00
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	10-46-380	160.00	160.00
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	25-71-420	10.00	10.00
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	10-46-360	125.00	125.00
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	10-46-380	125.00	125.00
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	10-46-370	920.00	920.00
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	25-71-460	77.50	77.50
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	0009862-IN	10-46-380	577.50	577.50
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	2016144-IN	32-57-540	950.22	950.22
05/24	05/14/2024	71691	5450	FINCOMM SYSTEMS, INC	2016144-IN	32-57-540	14.46	14.46
Total 71691:								4,443.79
<b>71692</b>								
05/24	05/14/2024	71692	5707	FREIGHTLINER OF ARIZONA, LLC	RA310111068	11-55-435	404.98	404.98
05/24	05/14/2024	71692	5707	FREIGHTLINER OF ARIZONA, LLC	RA310111068	11-55-435	875.00	875.00
05/24	05/14/2024	71692	5707	FREIGHTLINER OF ARIZONA, LLC	RA310111068	11-55-435	44.88	44.88
05/24	05/14/2024	71692	5707	FREIGHTLINER OF ARIZONA, LLC	RA310111068	11-55-435	105.00	105.00
05/24	05/14/2024	71692	5707	FREIGHTLINER OF ARIZONA, LLC	RA310111068	11-55-435	1,404.37	1,404.37
05/24	05/14/2024	71692	5707	FREIGHTLINER OF ARIZONA, LLC	XA310807598	11-55-695	303.56	303.56
Total 71692:								3,137.79
<b>71693</b>								
05/24	05/14/2024	71693	5730	FRUTH GROUP INC	668380	10-43-350	907.55	907.55

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Total 71693:								907.55
<b>71694</b>								
05/24	05/14/2024	71694	5929	GETZWILLER, JOE B.	MAY24	10-42-400	1,500.00	1,500.00 J.P. CONTRACT
Total 71694:								1,500.00
<b>71695</b>								
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	4885APRIL24	21-61-625	912.57	912.57 APRIL24STREETS FUEL
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	4885APRIL24	24-70-625	35.28	35.28 AAA-FUEL
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	4885APRIL24	24-71-625	73.27	73.27 AA-FUEL
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	4885APRIL24	24-73-625	78.70	78.70 AAA-FUEL
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	4885APRIL24	24-74-625	84.12	84.12 AAA-FUEL
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	4885APRIL24	24-70-655	65.73	65.73 AAA MILK&ICE
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	4885APRIL24	24-71-655	8.96	8.96 AAA MILK&ICE
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	APRIL24-4885	32-57-625	946.05	946.05 EMS FUEL
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	APRIL24FIRE	11-55-625	825.37	825.37 FIRE FUEL
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	APRIL24PRK	10-84-625	499.52	499.52 PARKS&RECREATION FUEL
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	APRIL24PW	10-60-625	1,080.65	1,080.65 PW FUEL
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	APRIL24WAT	50-52-625	198.12	198.12 WATER DEPT FUEL
05/24	05/14/2024	71695	3289	GILA BEND FOOD MART, LLC.	APRIL24WW	50-62-625	123.40	123.40 WW FUEL
Total 71695:								4,931.74
<b>71696</b>								
05/24	05/14/2024	71696	6025	GILA BEND SUN	47166	10-43-525	40.00	40.00 PUBLICATION OF PUBLIC NOTICE
05/24	05/14/2024	71696	6025	GILA BEND SUN	47176	10-43-550	42.00	42.00 PUBLICATION OF PUBLIC NOTICE
Total 71696:								82.00
<b>71697</b>								
05/24	05/14/2024	71697	6601	HILL BROTHERS	INV113499	50-62-651	5,776.45	5,776.45 chemical deliveries for sewer
05/24	05/14/2024	71697	6601	HILL BROTHERS	INV121070	50-62-651	9,954.95	9,954.95 chemical deliveries for sewer
Total 71697:								15,731.40
<b>71698</b>								
05/24	05/14/2024	71698	6725	HOMETOWN GILA BEND HARDWARE	291827-WATE	50-62-650	26.88	26.88 COUPLINGS/ABS PIPE

Total 71698:

1,075,59

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
<b>71699</b>								
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	141670	21-61-435	35.00	35.00 FLAT TIRE
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	141730	24-73-650	14.30	14.30 FLAT TIRE
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	141730	24-71-650	25.35	25.35 FLAT TIRE
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	141730	24-70-650	25.35	25.35 FLAT TIRE
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17065	11-55-435	106.25	106.25 LABOR S381 FUEL LINE REPAIR
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17065	11-55-435	32.23	32.23 PARTS
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17065	11-55-435	4.25	4.25 SHOP
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17065	11-55-435	3.58	3.58 TAX
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17070	11-55-435	113.85	113.85 PARTS
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17070	11-55-435	489.00	489.00 LABOR
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17070	11-55-435	10.00	10.00 SHOP SUPPLIES
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17070	11-55-435	12.14	12.14 TAX
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17072	32-57-435	255.00	255.00 TOW TOW R381 FRIM PATTERSON RD TO GB BLOWN TIRE
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17072	32-57-435	10.00	10.00 SHOP SUPPLIES
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17072	32-57-435	.98	.98 TAX
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17073	32-57-435	1,359.96	1,359.96 4 TIRES 245/75 R17 MICH
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17073	32-57-435	139.00	139.00 LABOR
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17073	32-57-435	5.56	5.56 SHOP SUPPLIES
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17073	32-57-435	133.82	133.82 TAX
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17081	11-55-435	104.94	104.94 PARTS
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	17081	11-55-435	10.28	10.28 TAX
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	81403	21-61-675	130.00	130.00 1 205/90 D15
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	81403	21-61-675	15.00	15.00 1 DISM+MOUNT
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	81403	21-61-675	2.00	2.00 1 ADT
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	81403	21-61-675	12.74	12.74 TAX
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	82057	10-60-435	680.00	680.00 4 LT 245/75R17 ATX FOR PW-1
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	82057	10-60-435	8.00	8.00 4 ADT
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	82057	10-60-435	60.00	60.00 4 DIS+MOUNT
05/24	05/14/2024	71699	7105	IRONWOOD TOWING	82057	10-60-435	66.64	66.64 TAX
Total 71699:							3,865.22	
<b>71700</b>								
05/24	05/14/2024	71700	7230	Jordan, Cody	21134429	32-57-600	205.00	205.00 REIMBURSEMENT FOR ACLS RENEWAL CLASS LBW TRAIN
Total 71700:							205.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
<b>71701</b>									
05/24	05/14/2024	71701	7290	KAIROS HEALTH ARIZONA, INC.	7424	10-22760	25,360.00	25,360.00	HEALTH INSURANCE MAY24
Total 71701:									
25,360.00									
<b>71702</b>									
05/24	05/14/2024	71702	7491	Larson, Kevin	922579	50-62-340	2,410.06	2,410.06	CONSULTANT ON W/WWAPRIL24
Total 71702:									
2,410.06									
<b>71703</b>									
05/24	05/14/2024	71703	7543	LEGEND TECHNICAL SERVICES	2406625	50-52-435	32.00	32.00	MONTHLY COLIFORM TESTING APRIL24
05/24	05/14/2024	71703	7543	LEGEND TECHNICAL SERVICES	2406789	50-52-435	770.00	770.00	QUARTERLY EFFLUENT WW
Total 71703:									
802.00									
<b>71704</b>									
05/24	05/14/2024	71704	7753	LOWE'S	APRIL24PARK	10-84-650	705.57	705.57	RAKES/GRABBER CLAWS/HOSE/STEEL LOOPER/ SOCKET
05/24	05/14/2024	71704	7753	LOWE'S	APRIL24PARK	10-84-650	80.45-	80.45-	LOWES'S CREDIT
Total 71704:									
625.12									
<b>71705</b>									
05/24	05/14/2024	71705	7969	MARICOPA COUNTY DEPT OF	0-7069	50-52-560	4,530.00	4,530.00	DRINKING WATER SYSTEM PERMIT
05/24	05/14/2024	71705	7969	MARICOPA COUNTY DEPT OF	FD-00046-1	24-76-650	650.00	650.00	10+ SEATING CLASS 3
Total 71705:									
5,180.00									
<b>71706</b>									
05/24	05/14/2024	71706	8185	MCCLURE, STEVEN	4THQRTR202	10-42-330	1,500.00	1,500.00	ATTORNEY CONTRACT APRIL2024
05/24	05/14/2024	71706	8185	MCCLURE, STEVEN	4THQRTR202	10-42-330	1,500.00	1,500.00	ATTORNEY CONTRACT MAY24
05/24	05/14/2024	71706	8185	MCCLURE, STEVEN	4THQRTR202	10-42-330	1,500.00	1,500.00	ATTORNEY CONTRACT JUNE2024
Total 71706:									
4,500.00									
<b>71707</b>									
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-823914	21-61-435	8.63	8.63	HOSE CLAMP
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-823922	10-60-435	7.80	7.80	TIRE SWAB
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-823928	21-61-675	64.00	64.00	TIRE LUBE

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-823928	21-61-675	6.27	6.27	TAX
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824015	50-62-650	24.15	24.15	TILLMAN GLOVE
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824033	50-52-650	6.99	6.99	GRO CONNECT
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824050	32-57-435	33.02	33.02	TIRE WET/WAX/MAX TANE
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824194	32-57-435	37.31	37.31	NAF 2.5 DEF
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824289	32-57-780	359.81	359.81	1-100' 3/8 AIR HOSE REEL FOR AIR HOSE GET OFF GROUN
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824289	32-57-780	35.26	35.26	TAX
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824581	50-62-650	20.12	20.12	GOLD AIR FILTER/PRO SELECT OIL FILTER
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824583	21-61-435	21.45	21.45	NAPA GOLD AIR FILTER/OIL FILTER
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824675	50-52-650	27.91	27.91	DISPOSABLE GLOVES/LATEX GLOVES
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824677	10-60-435	18.64	18.64	2CYCLEOIL
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824800	32-57-435	29.95	29.95	INTERIOR DETAILER/TIRE WET
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824843	50-62-650	36.67	36.67	WD40/ELECTRICAL TAPE/BATT CABLE TERMINAL
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824909	10-60-435	15.33	15.33	DEGREASER/BLK FINE POINT MARKER
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-824960	50-52-650	19.11	19.11	SHOP TOWELS
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-825091	11-55-435	285.61	285.61	2 BATTERY ITEM # 8434
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-825091	11-55-435	36.00	36.00	2 CORE DEPOSIT B382 NEW BATTERIES, OLD BATTERIES 1
05/24	05/14/2024	71707	8745	NAPA AUTO PARTS BUCKEYE	271-825091	11-55-435	31.00	31.00	TAX
Total 71707:								1,125.03	

## 71708

05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-652	371.46	371.46	UPRINTING/BACKDROPTOGB/PHOTO STOUTS/POSTCARDS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-44-615	517.50	517.50	FP MAILING /POSTAGE MACHINE
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-46-370	500.00	500.00	AMERICAN LEGEND PUBLISHING/INTERNET RENEWAL
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-43-580	45.00	45.00	AMCA MUNICIPAL CLERK ASS/VIRTUAL TRAINING
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-652	1,317.62	1,317.62	RECYCLING PROMOTIONS/TABLECLOTH WITH LOGO/CHIP
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-652	3,745.39	3,745.39	DISCOUNT MUGS/GREY TSHIRT WITH TOWN LOGO
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-652	41.24	41.24	AMAZON/100 BLINDFOLDS/100 CANDY BAGS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-652	73.53	73.53	AMAZON/DICE POPPERS/FOAM DICE 48PK
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-84-650	122.92	122.92	AMAZON/25'LAUNGE ROPES
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-46-370	21.95	21.95	ADOBE ACROPRO SUBS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-652	187.61	187.61	AMAZON/PATRIOTIC DECOR/PATRIOTIC ARTIFICIAL CEMET
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	21-61-675	285.47	285.47	AMAZON/HYDRAULIC COUPLER BLOCK
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-652	19.70	19.70	AMAZON/WILD WEST SHOOTING GAME/BATTERIES DD
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-652	126.02	126.02	AMAZON/WILD WEST SHOOTING GAME/BATTERIES DD
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-661	219.60	219.60	AMAZON/VAC HOSE/PUSH PULL VALVE KIT/2PK ADAPTERS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-661	123.98	123.98	AMAZON/VAC HOSE/PUSH PULL VALVE KIT/2PK ADAPTERS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-60-750	202.50	202.50	AMAZON/RESERVED PARKING SIGNS

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	50-52-430	61.43	61.43	AMAZON/AIRPRESSURE SWITCH
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-890	101.72	101.72	AMAZON/BSKTB CERT/SHEET CERTF PAPER/GOLD FOIL CI
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-890	23.05	23.05	AMAZON/BSKTB CERT/SHEET CERTF PAPER/GOLD FOIL CI
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-650	189.69	189.69	AMAZON/LAMINATOR/LAMINATOR SHEETS/SHEET FEED D
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-890	1,389.63	1,389.63	AMAZON/96 BASEBALL LEAGUE 24 TROPHIES
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-84-650	220.67	220.67	AMAZON/SPRINKLER TOOL PK/POP UP 4"UNTER SPRINKL
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-84-650	79.79	79.79	AMAZON/SAFETY GLASSES/GLOVESM/L/XL/XXL
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-84-650	90.54	90.54	AMAZON/SAFETY GLASSES/GLOVESM/L/XL/XXL
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-84-650	63.67	63.67	AMAZON/SAFETY GLASSES/GLOVESM/L/XL/XXL
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-84-650	59.07	59.07	AMAZON/SAFETY GLASSES/GLOVESM/L/XL/XXL
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	50-52-645	85.62	85.62	AMAZON/FILTER FOR SHOPVAC
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	21-61-755	724.61	724.61	AMAZON/DUSTMASK/FACE SHIELD MASK/SAFETY VEST/M
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-60-755	98.76	98.76	AMAZON/DUSTMASK/FACE SHIELD MASK/SAFETY VEST/M
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-60-755	82.35	82.35	AMAZON/DUSTMASK/FACE SHIELD MASK/SAFETY VEST/M
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-60-755	46.02	46.02	AMAZON/DUSTMASK/FACE SHIELD MASK/SAFETY VEST/M
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-60-755	318.36	318.36	AMAZON/DUSTMASK/FACE SHIELD MASK/SAFETY VEST/M
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	32-57-650	468.54	468.54	AMAZON/STREAMLIGHTW/ CHARGER
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-60-630	218.50	218.50	AMAZON/COMMERCIAL SOAP DISPENSER/PAPER TOWEL
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-60-630	166.80	166.80	AMAZON/COMMERCIAL SOAP DISPENSER/PAPER TOWEL
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-60-630	86.08	86.08	AMAZON/COMMERCIAL SOAP DISPENSER/PAPER TOWEL
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	32-57-650	79.00	79.00	AMAZON/AJC BATTERY STREAM LIGHT
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-43-610	14.14	14.14	AMAZON/DRY ERASE CLAENDAR/JUMBO DRY ERASE CLA
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-43-610	70.25	70.25	AMAZON/CALENDAR PEN PK
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-86-652	85.00	85.00	MARICOPA COUNTY ENVIRON SERV/FOOD PERMIT
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-60-435	129.50	129.50	CARLIFT PARTS/REGULATOR/DECAL KIT
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	32-57-650	358.29	358.29	ULINE/FIRE EXTINGUIHERS/BRACKETS/DECAL SET/ABC FII
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-43-580	375.00	375.00	AMCA CLERK'S INST/REGISTRATION
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	32-57-510	250.00	250.00	AZDHS/AMBULANCE REGISTRATION
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24ADMI	10-60-630	527.87	527.87	SAM'S CLUB/NON FOOD PRODUCTS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24REC	10-86-652	91.12	91.12	DOLLAR TREE/CINCO DE MAYO DECORATIONS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24REC	10-86-652	164.90	164.90	99 CENT STORE/CINCO DE MAYO DECORATIONS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24REC	10-86-652	42.26	42.26	99 CENT STORE/CINCO DE MAYO DECORATIONS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24REC	10-86-652	51.76	51.76	WALMART/CINCO DE MAYO FOOD/PINATA/CANDY
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24REC	10-86-662	66.30	66.30	SAM'S CLUB/CUPS/TRASH BAGS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24SOCI	24-70-655	251.47	251.47	COSTCO/RAW FOOD ITEMS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24SOCI	24-70-580	14.95	14.95	NATIONAL CPR FOUNDATION/CPR FIRST AID CLASS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24SOCI	24-70-580	14.95	14.95	NATIONAL CPR FOUNDATION/CPR FIRST AID CLASS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24SOCI	24-70-660	229.57	229.57	FOOD CITY/NON FOOD ITEMS
05/24	05/14/2024	71708	11545	National Bank of Arizona	APRIL24SOCI	10-86-652	189.02	189.02	FOOD CITY RAW FOODS

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
<b>Total 71708:</b>								
<b>71709</b>								
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033249001	10-43-610	57.79	57.79
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033249001	10-43-610	4.97	4.97
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	30.78	30.78
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	18.08	18.08
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	38.99	38.99
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	49.29	49.29
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	24.79	24.79
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	20.99	20.99
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	21.37	21.37
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	10.89	10.89
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	3.16	3.16
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	28.25	28.25
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	18.99	18.99
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	8.07	8.07
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033640001	10-43-610	3.78-	3.78-
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033642001	10-43-610	13.49	13.49
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033642001	10-43-610	1.14	1.14
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033642001	10-43-610	.20-	.20-
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033644001	10-43-610	15.72	15.72
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033644001	10-43-610	1.35	1.35
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033653002	10-43-610	10.99	10.99
05/24	05/14/2024	71709	9033	ODP BUSINESS SOLUTIONS	365033653002	10-43-610	.95	.95
<b>Total 71709:</b>								
<b>71710</b>								
05/24	05/14/2024	71710	9171	PALOMA SECURITY	20240501-1	10-54-910	1,665.00	1,665.00
<b>Total 71710:</b>								
<b>71711</b>								
05/24	05/14/2024	71711	9285	Pierce Coleman PLLC	28392	10-42-350	15,000.00	15,000.00
<b>Total 71711:</b>								

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
<b>71712</b>									
05/24	05/14/2024	71712	10380	RURAL/METRO FIRE DEPT, INC	307300	32-57-350	1,690.50	1,690.50	APRIL24 DISPATCH SERVICES
Total 71712:								1,690.50	
<b>71713</b>									
05/24	05/14/2024	71713	10457	SAM'S CLUB	APRIL24PW	10-60-630	612.67	612.67	SAM'S CLUB/ CLEANING SUPPLIES
05/24	05/14/2024	71713	10457	SAM'S CLUB	APRIL24REC	10-86-652	641.59	641.59	SAM'S CLUB/CINCO DE MAYO FOOD
05/24	05/14/2024	71713	10457	SAM'S CLUB	APRIL24REC	10-86-652	135.75	135.75	INTEREST/TAX LATE FEE
05/24	05/14/2024	71713	10457	SAM'S CLUB	APRIL24SOCI	24-70-655	890.83	890.83	SAM'S CLUB RAW FOOD ITEMS
05/24	05/14/2024	71713	10457	SAM'S CLUB	APRIL24SOCI	24-71-655	381.79	381.79	SAM'S CLUB/ RAW FOOD ITEMS
05/24	05/14/2024	71713	10457	SAM'S CLUB	APRIL24SOCI	24-70-660	547.00	547.00	SAM'S CLUB NON FOOD PRODUCTS
05/24	05/14/2024	71713	10457	SAM'S CLUB	APRIL24SOCI	24-71-660	234.44	234.44	SAM'S CLUB NON FOOD ITEMS
Total 71713:								3,444.07	
<b>71714</b>									
05/24	05/14/2024	71714	10905	SOUTHWEST GAS	APRIL24	24-70-620	62.94	62.94	GAS-202 N EUCLID AVE
05/24	05/14/2024	71714	10905	SOUTHWEST GAS	APRIL24	24-71-620	11.59	11.59	GAS-202 N EUCLID AVE
05/24	05/14/2024	71714	10905	SOUTHWEST GAS	APRIL24	24-73-620	33.12	33.12	GAS-202 N EUCLID AVE
05/24	05/14/2024	71714	10905	SOUTHWEST GAS	APRIL24	24-76-620	57.97	57.97	GAS-202 N EUCLID AVE
Total 71714:								165.62	
<b>71715</b>									
05/24	05/14/2024	71715	10945	SOUTHWEST RISK SERVICES INC	57029	10-64-520	2,500.00	2,500.00	AIRPORT LIABILITY INSURANCE RENEWAL
Total 71715:								2,500.00	
<b>71716</b>									
05/24	05/14/2024	71716	11200	SUMMER REBECCA WIERTH	MAY24-2	10-43-340	1,125.00	1,125.00	ADEVERTISING AND MARKETING MAY2024-2
Total 71716:								1,125.00	
<b>71717</b>									
05/24	05/14/2024	71717	12038	UNITED CONCORDIA	196443115	10-22761	1,238.07	1,238.07	DENTAL HEALTH 6/1/24-6/30/24
Total 71717:								1,238.07	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
<b>71718</b>								
05/24	05/14/2024	71718	12278	VERIZON WIRELESS	APRIL249963	10-60-530	41.35	41.35
05/24	05/14/2024	71718	12278	VERIZON WIRELESS	APRIL249963	32-57-530	37.97	37.97
05/24	05/14/2024	71718	12278	VERIZON WIRELESS	APRIL249963	32-57-530	40.01	40.01
05/24	05/14/2024	71718	12278	VERIZON WIRELESS	APRIL249963	32-57-530	40.01	40.01
05/24	05/14/2024	71718	12278	VERIZON WIRELESS	APRIL249963	50-52-530	41.35	41.35
05/24	05/14/2024	71718	12278	VERIZON WIRELESS	APRIL249963	10-86-530	41.35	41.35
05/24	05/14/2024	71718	12278	VERIZON WIRELESS	APRIL249963	25-71-420	41.35	41.35
05/24	05/14/2024	71718	12278	VERIZON WIRELESS	APRIL249963	25-71-420	41.35	41.35
Total 71718:							<u>324.74</u>	
<b>71719</b>								
05/24	05/14/2024	71719	12281	VERN LEWIS WELDING SUPPLY	RI24040418	32-57-350	101.19	101.19
Total 71719:							<u>101.19</u>	
<b>71720</b>								
05/24	05/14/2024	71720	12441	WASTE MANAGEMENT	APRIL24	10-69-660	2,020.15	2,020.15
05/24	05/14/2024	71720	12441	WASTE MANAGEMENT	APRIL24	10-69-630	631.69	631.69
05/24	05/14/2024	71720	12441	WASTE MANAGEMENT	APRIL24	25-71-400	11.26	11.26
05/24	05/14/2024	71720	12441	WASTE MANAGEMENT	APRIL24	25-71-520	85.17	85.17
05/24	05/14/2024	71720	12441	WASTE MANAGEMENT	APRIL24	11-55-690	79.45	79.45
05/24	05/14/2024	71720	12441	WASTE MANAGEMENT	MAY24 RESID	10-69-800	10,176.48	<u>10,176.48</u>
Total 71720:							<u>13,004.20</u>	
<b>71721</b>								
05/24	05/16/2024	71721	2377	ARIZONA PUBLIC SERVICE	MAY24	21-61-620	59.72	59.72
Total 71721:							<u>59.72</u>	
<b>71722</b>								
05/24	05/16/2024	71722	9905	CENTURY LINK	333517410	10-46-530	60.22	60.22
05/24	05/16/2024	71722	9905	CENTURY LINK	333685777	10-46-530	60.22	60.22
05/24	05/16/2024	71722	9905	CENTURY LINK	333763862-1	10-46-530	80.22	80.22
05/24	05/16/2024	71722	9905	CENTURY LINK	333769432-1	10-46-530	54.85	54.85
05/24	05/16/2024	71722	9905	CENTURY LINK	333854469	10-46-530	49.58	49.58
05/24	05/16/2024	71722	9905	CENTURY LINK	333854469	10-46-530	69.08	69.08

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
05/24	05/16/2024	71722	9905	CENTURY LINK	333854469	10-46-530	57.33	57.33	PHONE SERVICE 928-683-2256
05/24	05/16/2024	71722	9905	CENTURY LINK	333854469	10-46-530	49.58	49.58	PHONE SERVICE 928-683-2418
05/24	05/16/2024	71722	9905	CENTURY LINK	333854469	10-46-530	49.58	49.58	PHONE SERVICE 928-683-2427
05/24	05/16/2024	71722	9905	CENTURY LINK	333854469	10-46-530	77.33	77.33	PHONE SERVICE 928-683-6022
05/24	05/16/2024	71722	9905	CENTURY LINK	333854469	10-46-530	49.58	49.58	PHONE SERVICE 928-683-6430
05/24	05/16/2024	71722	9905	CENTURY LINK	333854469	10-46-530	66.69	66.69	SURCHARGE/TAX
05/24	05/16/2024	71722	9905	CENTURY LINK	333938202	10-46-530	60.22	60.22	PHONE SERVICE 928-683-6456
05/24	05/16/2024	71722	9905	CENTURY LINK	334021254-1	25-71-420	49.58	49.58	PHONE SERVICE 928-683-6513
05/24	05/16/2024	71722	9905	CENTURY LINK	334021254-1	25-71-420	49.58	49.58	PHONE SERVICE 928-683-6504
05/24	05/16/2024	71722	9905	CENTURY LINK	334021254-1	25-71-420	68.83	68.83	PHONE SERVICE 928-683-6502
05/24	05/16/2024	71722	9905	CENTURY LINK	334021254-1	25-71-420	57.33	57.33	PHONE SERVICE 928-683-6503
05/24	05/16/2024	71722	9905	CENTURY LINK	334021254-1	25-71-420	59.72	59.72	SURCHARGE/TAX
05/24	05/16/2024	71722	9905	CENTURY LINK	334099903-1	24-70-530	35.77	35.77	PHONE SERVICE 928-683-2244/683-9901/683-2245/683-2412
05/24	05/16/2024	71722	9905	CENTURY LINK	334099903-1	24-71-530	74.79	74.79	PHONE SERVICE 928-683-2244/683-9901/683-2245/683-2412
05/24	05/16/2024	71722	9905	CENTURY LINK	334099903-1	24-73-530	107.32	107.32	PHONE SERVICE 928-683-2244/683-9901/683-2245/683-2412
05/24	05/16/2024	71722	9905	CENTURY LINK	334099903-1	24-76-530	107.32	107.32	PHONE SERVICE 928-683-2244/683-9901/683-2245/683-2412
05/24	05/16/2024	71722	9905	CENTURY LINK	4632165B	24-70-530	26.19	26.19	PHONE SERVICE 602-252-4632
05/24	05/16/2024	71722	9905	CENTURY LINK	4632165B	24-71-530	54.75	54.75	PHONE SERVICE 602-252-4632
05/24	05/16/2024	71722	9905	CENTURY LINK	4632165B	24-73-530	78.55	78.55	PHONE SERVICE 602-2524632
05/24	05/16/2024	71722	9905	CENTURY LINK	4632165B	24-76-530	78.55	78.55	PHONE SERVICE 602-252-4632
Total 71722:								1,632.76	
<b>71723</b>									
05/24	05/16/2024	71723	6970	HUFFINE, MARK	BWDEPOSIT	50-30-160	600.00	600.00	BULK WATER DEPOSIT REFUND
Total 71723:								600.00	
<b>71724</b>									
05/24	05/16/2024	71724	7619	LIFEGUARD PRO	MAY24	10-86-580	1,047.00	1,047.00	LIFEGUARD CERTIFICATION/LIFEGUARD INSTRUCTOR/RE-
Total 71724:								1,047.00	
<b>71725</b>									
05/24	05/16/2024	71725	9089	OLVERA, VICTOR	MAY24	50-21900	46.20	46.20	GARBAGE SERVICE REIMBURSEMENT FOR 59112 S 319TH
Total 71725:								46.20	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
<b>71726</b>								
05/24	05/16/2024	71726	9245	PAT WALKER CONSULTING	2024-079	10-46-350	6,795.00	6,795.00
05/24	05/16/2024	71726	9245	PAT WALKER CONSULTING	2024-079	10-46-350	4,015.00	4,015.00
05/24	05/16/2024	71726	9245	PAT WALKER CONSULTING	2024-079	10-46-350	1,181.25	1,181.25
05/24	05/16/2024	71726	9245	PAT WALKER CONSULTING	2024-079	10-46-350	300.00	300.00
Total 71726:							12,291.25	
<b>71727</b>								
05/24	05/16/2024	71727	114235	SMALLRIDGE, RHETT	GB23247160	32-30-100	4.99	4.99
Total 71727:							4.99	
<b>71728</b>								
05/24	05/16/2024	71728	12278	VERIZON WIRELESS	APRIL24	10-41-530	78.56	78.56
Total 71728:							78.56	
<b>71729</b>								
05/24	05/16/2024	71729	114236	WEST, SANDRA	GB24020687	32-30-100	280.26	280.26
Total 71729:							280.26	
<b>71730</b>								
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	0830582000	10-84-620	948.58	948.58
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	8305820000.0	11-55-620	441.65	441.65
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	8305820000.0	32-57-620	49.07	49.07
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	8305820000-0	10-64-620	193.05	193.05
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	8305820000-0	10-46-620	1,271.81	1,271.81
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	8305820000-5	50-52-620	3,969.58	3,969.58
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	8305820000-5	50-62-620	81.01	81.01
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	830582-00005	24-70-620	513.14	513.14
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	830582-00005	24-71-620	92.10	92.10
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	830582-00005	24-73-620	250.00	250.00
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	830582-00005	24-76-620	434.20	434.20
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	830582-00005	24-72-620	26.31	26.31
05/24	05/21/2024	71730	2377	ARIZONA PUBLIC SERVICE	830-5820000-	21-61-620	126.40	126.40
Total 71730:							107 MARTIN/304 RICHARDS/600 PIMA	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total 71730:								8,396.90
<b>71731</b>								
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85349472	32-57-360	260.97	260.97
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85349472	32-57-360	25.57	25.57
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	30.90	30.90
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	30.90	30.90
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	30.90	30.90
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	30.90	30.90
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	185.00	185.00
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	81.87	81.87
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	106.74	106.74
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	180.34	180.34
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	189.50	189.50
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	47.49	47.49
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	85.74	85.74
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	164.42	164.42
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	57.90	57.90
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	119.00	119.00
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	203.85	203.85
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	95.16	95.16
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	384.50	384.50
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	570.64	570.64
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	214.90	214.90
05/24	05/21/2024	71731	3441	BOUND TREE MEDICAL, LLC	85350913	32-57-360	189.00	189.00
Total 71731:								3,286.19
<b>71732</b>								
05/24	05/21/2024	71732	3705	CANON FINANCIAL SERVICES, INC	32580422	10-43-340	260.61	260.61
Total 71732:								260.61
<b>71733</b>								
05/24	05/21/2024	71733	3749	CANYON STATE SAFETY & CONSULTI	1247	10-60-580	1,000.00	1,000.00
05/24	05/21/2024	71733	3749	CANYON STATE SAFETY & CONSULTI	1247	10-84-580	500.00	500.00
05/24	05/21/2024	71733	3749	CANYON STATE SAFETY & CONSULTI	1247	10-86-580	2,545.00	2,545.00



GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount
Total 71740:								70.68
<b>71741</b>								
05/24	05/21/2024	71741	9171	PALOMA SECURITY	20240518-1	10-54-910	1,935.00	1,935.00 SECURITY
Total 71741:								1,935.00
<b>71742</b>								
05/24	05/21/2024	71742	6917	RICK ENGINEERING COMPANY	0026080	10-62-320	1,140.00	1,140.00 GENERAL ENGINEERING SERVICE
05/24	05/21/2024	71742	6917	RICK ENGINEERING COMPANY	0026080	10-62-320	5,890.00	5,890.00 TOWN PROJECTS MISCELLANEOUS
05/24	05/21/2024	71742	6917	RICK ENGINEERING COMPANY	0026080	10-62-320	3,800.00	3,800.00 DEVELOPEMENT PROJECTS MISCELLANEOUS
05/24	05/21/2024	71742	6917	RICK ENGINEERING COMPANY	0026081	10-62-320	5,592.85	5,592.85 SURVEY AND ENGINEERING SERVICES
Total 71742:								16,422.85
<b>71743</b>								
05/24	05/21/2024	71743	12172	USABLE LIFE	JUNE23-0005	10-22792	357.42	357.42 LIFE INSURANCE PREMIUMS
Total 71743:								357.42
Grand Totals:								230,773.12

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
1020200	84.43	230,857.55-	230,773.12-
10-22760	25,360.00	.00	25,360.00
10-22761	1,238.07	.00	1,238.07
10-22770	268.44	.00	268.44
10-22785	400.00	.00	400.00
10-22792	357.42	.00	357.42
10-41-530	78.56	.00	78.56
10-42-330	4,500.00	.00	4,500.00
10-42-350	15,000.00	.00	15,000.00
10-42-400	1,500.00	.00	1,500.00

GL Account	Debit	Credit	Proof
10-42-500	600.00	.00	600.00
10-43-340	1,531.81	.00	1,531.81
10-43-350	2,186.21	.00	2,186.21
10-43-525	80.00	.00	80.00
10-43-550	42.00	.00	42.00
10-43-580	420.00	.00	420.00
10-43-610	464.44	3.98-	460.46
10-44-615	517.50	.00	517.50
10-45-340	409.00	.00	409.00
10-45-525	54.00	.00	54.00
10-46-350	12,291.25	.00	12,291.25
10-46-360	125.00	.00	125.00
10-46-370	1,554.45	.00	1,554.45
10-46-380	2,083.13	.00	2,083.13
10-46-530	882.91	.00	882.91
10-46-620	2,202.08	.00	2,202.08
10-54-910	3,600.00	.00	3,600.00
10-60-435	985.91	.00	985.91
10-60-530	41.35	.00	41.35
10-60-580	1,000.00	.00	1,000.00
10-60-625	1,080.65	.00	1,080.65
10-60-630	1,611.92	.00	1,611.92
10-60-650	269.10	.00	269.10
10-60-690	98.00	.00	98.00
10-60-750	202.50	.00	202.50
10-60-755	545.49	.00	545.49
10-62-320	49,172.92	.00	49,172.92
10-64-520	2,500.00	.00	2,500.00
10-64-620	349.61	.00	349.61
10-69-630	631.69	.00	631.69
10-69-660	2,020.15	.00	2,020.15
10-69-800	10,176.48	.00	10,176.48
10-84-580	500.00	.00	500.00
10-84-620	2,932.08	.00	2,932.08
10-84-625	499.52	.00	499.52
10-84-650	1,548.07	80.45-	1,467.62
10-86-530	41.35	.00	41.35
10-86-580	3,592.00	.00	3,592.00
10-86-650	262.22	.00	262.22
10-86-652	7,283.97	.00	7,283.97

GL Account	Debit	Credit	Proof
10-86-661	343.58	.00	343.58
10-86-662	66.30	.00	66.30
10-86-890	1,514.40	.00	1,514.40
11-55-435	4,073.36	.00	4,073.36
11-55-620	759.30	.00	759.30
11-55-625	825.37	.00	825.37
11-55-690	79.45	.00	79.45
11-55-695	303.56	.00	303.56
21-61-435	65.08	.00	65.08
21-61-620	314.94	.00	314.94
21-61-625	912.57	.00	912.57
21-61-650	67.34	.00	67.34
21-61-675	515.48	.00	515.48
21-61-755	724.61	.00	724.61
24-70-530	61.96	.00	61.96
24-70-580	29.90	.00	29.90
24-70-620	874.99	.00	874.99
24-70-625	35.28	.00	35.28
24-70-650	25.35	.00	25.35
24-70-655	1,208.03	.00	1,208.03
24-70-660	784.93	.00	784.93
24-71-530	129.54	.00	129.54
24-71-620	157.34	.00	157.34
24-71-625	73.27	.00	73.27
24-71-650	25.35	.00	25.35
24-71-655	390.75	.00	390.75
24-71-660	264.09	.00	264.09
24-72-620	41.64	.00	41.64
24-73-530	185.87	.00	185.87
24-73-620	428.74	.00	428.74
24-73-625	78.70	.00	78.70
24-73-650	14.30	.00	14.30
24-74-625	84.12	.00	84.12
24-76-530	185.87	.00	185.87
24-76-620	745.10	.00	745.10
24-76-650	650.00	.00	650.00
25-71-400	11.26	.00	11.26
25-71-420	502.74	.00	502.74
25-71-460	103.48	.00	103.48
25-71-520	85.17	.00	85.17

GL Account	Debit	Credit	Proof
32-30-100	285.25	.00	285.25
32-57-340	189.00	.00	189.00
32-57-350	1,791.69	.00	1,791.69
32-57-360	3,286.19	.00	3,286.19
32-57-435	2,052.78	.00	2,052.78
32-57-510	250.00	.00	250.00
32-57-530	117.99	.00	117.99
32-57-540	964.68	.00	964.68
32-57-600	469.72	.00	469.72
32-57-620	132.49	.00	132.49
32-57-625	946.05	.00	946.05
32-57-650	5,620.57	.00	5,620.57
32-57-780	395.07	.00	395.07
50-21900	46.20	.00	46.20
50-30-160	600.00	.00	600.00
50-52-430	61.43	.00	61.43
50-52-435	802.00	.00	802.00
50-52-530	41.35	.00	41.35
50-52-560	4,530.00	.00	4,530.00
50-52-620	6,217.69	.00	6,217.69
50-52-625	198.12	.00	198.12
50-52-645	85.62	.00	85.62
50-52-650	163.50	.00	163.50
50-62-340	2,410.06	.00	2,410.06
50-62-620	126.89	.00	126.89
50-62-625	123.40	.00	123.40
50-62-650	384.05	.00	384.05
50-62-651	15,731.40	.00	15,731.40
Grand Totals:	230,941.98	230,941.98-	.00

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

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

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

City Recorder: \_\_\_\_\_

Report Criteria:

Report type: GL detail



## STAFF REPORT

TO: Mayor Sikes and Town Council  
FROM: Katherine Valenzuela, Town Manager  
SUBJECT: Logan Simpson Contract Amendment #2  
DATE: 5.28.24

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### Agenda Item:

*Approval of a contract amendment between the Town of Gila Bend and Logan Simpson.* The Mayor and Town Council shall discuss and possibly take action to waive bidding requirements (pursuant to Title 3, Chapter 38, Section 38.08 "Selection of Supplier") to approve a contract amendment to include in-person on call appointments, social media management, and website maintenance and extend the contract end date to June 30,2025.

### Background:

Logan Simpson is currently providing planning services for the Town. With the increase in development activity in town, staff have identified additional areas of need that Logan Simpson can provide to ensure the Town's online presence aligns with planning and zoning best practices. In addition to remote assistance, staff would like the option of in-person on call appointments for residents as well.

### Recommendation:

Staff would like to recommend for the Mayor and Town Council to consider waiving bidding requirements to approve a contract amendment to include in-person on call appointments, social media management, and website maintenance and extend the contract end date to June 30,2025.

**AMENDMENT NUMBER TWO TO CONSULTANT AGREEMENT FOR  
PROFESSIONAL SERVICES**

**BETWEEN  
THE TOWN OF GILA BEND  
AND  
LOGAN SIMPSON DESIGN INC.**

THIS AMENDMENT NUMBER TWO TO CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES (this “Second Amendment”) between the Town of Gila Bend, an Arizona municipal corporation (the “Town”) and Logan Simpson Design Inc., an Arizona corporation, dba Logan Simpson (the “Consultant”) (collectively, the “Parties”), is hereby entered into and shall be effective on the last signature date set forth below.

**RECITALS**

A. The Town entered into a Consultant Agreement for Professional Services (the “Agreement”) on April 22, 2024 with the Consultant for on call development review tasks for various projects. The terms of the Agreement, and the July 1, 2023 Modification No. 1 thereto that extended the Agreement to June 30, 2024, are incorporated herein by reference.

B. The Town has determined that in addition to the development review tasks outlined in the Agreement, the Town needs additional services for **social media management, website maintenance, and in-person on call appointments** (collectively, the “Additional Services”).

C. The Town and the Consultant seek to enter into this Second Amendment to extend the term of the Agreement, to expand the scope of the Consultant’s work, to provide compensation to the Consultant for the Additional Services under the terms of the Agreement, and to include statutorily required contract terms.

**AMENDMENTS**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Consultant agree to Amend the Agreement as follows:

1. Term of Agreement. The Agreement is hereby extended and shall remain in full force and effect until **June 30, 2025** (the “Term”), unless terminated as otherwise provided in the Agreement.

2. Scope of Services. In addition to the scope of services provided in paragraph one of the Agreement, Consultant shall do, perform, and carry out in a satisfactory and proper

manner, as determined by the Town, the Additional Services. The billing rates as shown in Exhibit A to the Agreement will be adhered to as well as the weekly reporting requirements as set forth in subparagraph 2(B) of the Agreement.

3. Additional Statutory Terms. The Parties agree to add subparagraphs 22 and 23 to the Agreement as follows:

22. **CHINA:** Pursuant to and in compliance with A.R.S. § 35-394, Consultant hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Consultant will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Consultant also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

23. **ISRAEL:** To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

4. Effect of Amendment. In all other respects, the Agreement and Modification 1 thereto is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement and Modification 1 shall remain in full force and effect.

5. Non-Default. By executing this Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

6. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the Town pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

[Signatures on Following Page]

**“Town”**

TOWN OF GILA BEND,  
an Arizona municipal corporation

Date:

Tommy L. Sikes, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Beth Sanchez, Town Clerk

\_\_\_\_\_  
Allen Quist, Town Attorney

**“Consultant”**

LOGAN SIMPSON DESIGN INC.,  
an Arizona corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



## STAFF REPORT

TO: Mayor Sikes and Town Council  
FROM: Katherine Valenzuela, Town Manager  
SUBJECT: Logan Simpson Consultant Agreement Zoning Code Update  
DATE: 5.28.24

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### Agenda Item:

*Approval of a consultant agreement between the Town of Gila Bend and Logan Simpson.* The Mayor and Town Council shall discuss and possibly take action to waive bidding requirements (pursuant to Title 3, Chapter 38, Section 38.08 "Selection of Supplier") to approve a Zoning Code Update consultant agreement between the Town of Gila Bend and Logan Simpson for FY24 through FY25 in the amount of \$60,624.00

### Background:

Logan Simpson is currently conducting the 2040 General Plan Update for the Town and is well-poised to conduct this work in a timely, expert, and cost-effective manner.

This agreement would update the 2007 Zoning Code and 1985 Subdivision Regulations to include removal of redundancies, inconsistencies, and to conform with best practice, state and federal laws, and Town preferences.

### Recommendation:

Staff would like to recommend for the Mayor and Town Council to consider waiving bidding requirements to approve a Zoning Code Update consultant agreement between the Town of Gila Bend and Logan Simpson for FY24 through FY25 in the amount of \$60,624.00

**CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
FOR TOWN ZONING CODE AND MAP UPDATES**

**BETWEEN  
THE TOWN OF GILA BEND  
AND  
LOGAN SIMPSON DESIGN INC.**

THIS CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES FOR TOWN ZONING CODE AND MAP UPDATES (this “Agreement”) between the Town of Gila Bend, an Arizona municipal corporation (the “Town”) and Logan Simpson Design Inc., an Arizona corporation, dba Logan Simpson (the “Consultant”), is hereby entered into and shall be effective on the last signature date set forth below.

**RECITALS**

A. The Town desires that the Consultant create a digitized official zoning map for the Town and perform comprehensive updates to the Town’s 2007 Zoning Code and 1985 Subdivision Regulations.

B. The Town has determined that the Consultant is a provider of professional services and that imposing a quotation or bidding requirement would jeopardize quality service to or the ongoing programs of the Town.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Consultant agree as follows:

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

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

3. Compensation and Invoicing: All compensation for the complete and satisfactory completion of Services rendered by Consultant, including its subcontractor(s), shall be set forth in Exhibit B (including project schedule) and shall not exceed \$60,624.00.

4. Payment: Consultant shall submit monthly progress reports and monthly invoices for all work completed each month, in the form required by Town, if any. Town shall pay Consultant within 30 days of the invoice date.

5. Term of Agreement: This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until April 30, 2025 ("Initial Term"), unless terminated as otherwise provided in this Agreement. Services under this Agreement shall begin upon notice to proceed." Thirty days prior to the expiration of this Agreement, the parties may mutually agree, in writing, to extend this Agreement for a period of six months after the Initial Term expires ("Renewal Term"). During any Renewal Term, the terms and conditions of this Agreement shall remain in full force and effect.

6. Responsibility of Consultant:

- a. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, meetings, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise errors or deficiencies in its designs, drawings, specifications, and other services when directed by Town.
- b. Neither Town's review, approval or acceptance of, or payment for, services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Town in accordance with applicable law for all damages to Town caused by Consultant's negligent performance of any of the services furnished under this Agreement.
- c. Consultant shall appoint an individual acceptable to Town to serve as Consultant's Project Manager and primary contact for the day-to-day activities of Consultant under this Agreement. During the term of this Agreement, Consultant shall be available for consultation at such times and at such location as Town from time to time may direct.
- d. Consultant shall not make changes to key personnel designated in its proposal for the Project without Town's prior approval which shall not be unreasonably withheld. Approval by Town of any personnel or subcontractor shall not relieve Consultant of its liability or responsibility for the proper performance of the Services under this Agreement.
- e. Consultant agrees to conduct its services hereunder in accordance with all applicable Federal and State laws, regulations, and local ordinances. Consultant shall indemnify and hold Town harmless from any and all fines, penalties, costs, or liability arising from Consultant's failure to comply with all applicable laws.

- f. Consultant represents and warrants to Town that it is licensed and authorized, and holds required permits (if applicable), to perform the services required by Exhibit A in any jurisdiction covered by this Agreement.
- g. Consultant represents and warrants to Town that it is and will remain free from conflicts of interest and has not employed or retained any company or person, other than a bona fide employee, to solicit or secure work under this Agreement.
- h. Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 14 of this Agreement.
- i. Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.
- j. Consultant shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Consultant shall provide and pay for and insure for all equipment necessary for the Services.

7. Review and Inspection: Representatives from Town are authorized to review and inspect Project activities, plans and facilities during Consultant's normal business hours.

8. Standard of Care: Consultant represents that the Services performed by Consultant under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by or under the direction of members of Consultant's profession currently practicing in the same locality as the Project under similar conditions.

9. Ownership of Instruments of Service: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Consultant as instruments of service shall become and remain the property of Town upon final payment to Consultant. Consultant shall not be responsible for the unauthorized reuse or modification of its work product.

10. Changes In the Work: At any time after execution of this Agreement, Consultant may identify, or Town may request or direct, changes in Consultant's Services consisting of additions, deletions, and revisions within the general scope of services being performed by Consultant under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, the Consultant shall promptly notify and submit to Town, within a reasonable time, an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. If an adjustment to Consultant's time or cost is justified, Town will issue an addendum to this Agreement. Consultant shall not undertake any additional work outside of its Scope of Services without prior written approval and authorization by the Town.

11. Independent Consultant: Consultant shall at all times be an independent contractor under this Agreement with respect to performing services for Town and is responsible for the means and methods used in performing the Services. The employees furnished by Consultant to perform the Services shall be and are Consultant's employees exclusively and shall be paid by Consultant for all services in connection with this Agreement. Consultant shall be responsible for all payments, obligations and reports covering Social Security, Unemployment Insurance, Workmen's Compensation, Income Tax and other reports and deductions required by any applicable State, local or Federal law.

12. Confidentiality:

- a. In the performance of the Services, Consultant may acquire confidential information from Town. Consultant shall not disclose to anyone not employed by Town, nor use, except on behalf of Town, any such confidential information acquired in the performance of the Services except as authorized by Town in writing and, regardless of the term of this Agreement, Consultant shall be bound by this obligation until such time as said confidential information shall lawfully become part of the public domain. Information regarding all aspects of Town business and information concerning the Services (either directly or indirectly acquired by Consultant, its agents or employees or developed by Consultant, its agents or employees in the performance of the Services) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public by Town without restriction. Notwithstanding the foregoing, Consultant may disclose confidential information if required by law or court order.
- b. Consultant agrees that all tangible, as well as intangible forms of Town confidential and proprietary information which Consultant acquires pursuant to this Agreement shall be safeguarded with the same degree of control and care as a reasonably prudent and similarly situated Consultant would exercise with respect to his or her own similar property and shall be returned to Town upon request.

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

Consultant's subcontractor or any other person for whose acts, errors, mistakes, omissions, or acts of negligence services the Consultant may be legally liable including the Town. Such indemnity does not extend to the Town's negligence. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

14. Insurance:

- a. Consultant shall take out and maintain at its sole cost and expense the insurance coverage for this Agreement as set forth herein. All such insurance policies shall be provided by insurance companies having an A.M. Best's ratings of A- VII or greater.
  - i. Workers' Compensation Insurance in accordance with the statutory requirements of the states in which the Services are performed.
  - ii. Commercial General Liability Insurance in a broad form and in an amount not less than One Million Dollars (\$1,000,000) aggregate and per occurrence. This policy will provide coverage for personal and bodily injury, including death, property damage, and contractual liability.
  - iii. Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and in aggregate covering Consultant's liability for death, bodily injury and property damage resulting from Consultant's activities for the use of owned, hired and non- owned vehicles.
  - iv. Professional Liability Insurance including errors and omissions in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- b. Evidence of all such required coverage shall be provided on an insurance certificate prior to beginning work on the Project. Renewal certificates will be provided to the Town prior to expiration of the current policies.
- c. Town may immediately, and without notice, have all compensation withheld or suspended, suspend Consultant from providing further Services, or terminate Consultant from this Agreement for any lapse in coverage or material change in coverage which causes Consultant to be in noncompliance with the requirements of this section.
- d. Consultant shall require its subcontractors to indemnify Town on the terms required by this Agreement and shall include Town, and its respective officers, directors, agents and employees as additional insureds on the General Liability and Automobile Liability insurance certificates. Consultant's coverage shall be deemed primary insurance to any similar insurance maintained by Town.

- e. Consultant shall include a Waiver of Subrogation in favor of Town on the Worker's Compensation, General Liability, and Automobile Liability insurance certificates.
- f. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- g. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- h. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three- year period.

15. Records Retention and Maintenance: Consultant shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Agreement and other related project(s) for a period of five (5) years following the completion of the project.

16. Termination:

- a. Town may, by written notice allowing the consultant 30 days to rectify any issues to Consultant, terminate for convenience this contract in whole or in part at any time, for any reason whatsoever. Upon receipt of such notice, Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to Town all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this contract, whether completed or in process.
- b. Town shall pay Consultant for all work satisfactorily performed prior to the effective date of termination plus reasonable termination costs and expenses.

- c. Town may suspend Consultant's Services for such period of time as Town deems necessary. If such suspension is for the Town's convenience, Town will issue a change order in accordance with Paragraph 10.
- d. The rights and remedies of Town provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

17. **Non-Solicitation:** During the term of this Agreement and for two years following the termination or expiration of the Services performed under this Agreement, either Party shall not, without prior written consent directly solicit or employ, whether as an employee or independent consultant, any employee of the other Party.

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

TOWN: Gila Bend  
Town Manager  
Town of Gila Bend  
PO Box A  
Gila Bend, Arizona 85337

CONSULTANT: Logan Simpson  
Bruce Meighen, President & CEO  
Logan Simpson Design Inc  
51 W. Third Street, Suite 450  
Tempe, Arizona 85281

19. **Successors And Assigns:** Consultant shall not subcontract any part of the Services without prior written consent of Town. Neither Consultant nor Town shall assign any interest or right in this Agreement, including assignments resulting from a merger or acquisition, without both Parties' prior written consent which shall not be unreasonably withheld.

20. **Affirmative Action:** Consultant shall also comply with all federal, state, and local laws, rules, ordinances and decisions, and executive orders dealing with affirmative action and nondiscrimination in employment and with subcontracting to disadvantaged, and to minority owned, and to woman owned businesses. In addition, the Consultant shall comply with all policies, plans and procedures Town may have with respect to these matters. All required federal clauses are incorporated herein by reference as if fully set forth.

21. **Severability and Survival:**

- a. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- b. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. Governing Law: This Agreement, and any claim or dispute between the parties to this Agreement, shall be governed by the laws of the State of Arizona.

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

24. E-Verify Requirements: To the extent applicable under A.R.S. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

25. Israel: Consultant certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

26. China: Pursuant to and in compliance with A.R.S. § 35-394, Consultant hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Consultant will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Consultant also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

27. Entire Agreement: This Agreement together with the Attachments or Exhibits identified herein constitutes the entire Agreement between Town and Consultant and supersedes all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or cancelled by a duly executed written change order document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last set forth below.

[Signatures on Following Page]

**“Town”**

TOWN OF GILA BEND,  
an Arizona municipal corporation

Date:

Tommy L. Sikes, Mayor

ATTEST:

APPROVED AS TO FORM

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Beth Sanchez, Town Clerk

---

Allen Quist, Town Attorney

**“Consultant”**

LOGAN SIMPSON DESIGN INC.,  
an Arizona corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Services**

# METHOD OF APPROACH

## PROJECT UNDERSTANDING

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This section articulates the main objectives for the Town of Gila Bend's Development Regulation Update:

### **Focus Area 1:**

- Update the *2007 Zoning Ordinance* to include removal of redundancies, inconsistencies and to conform with best practice, state and federal laws, and Town preferences.
- Review use and development standards for conformance to Town's preferences and best practice.
- Review administration roles and procedures to conform to Town preferences. Remove procedures from ordinance to the extent possible and add to administrative guidelines.
- Ensure that the sign code text is content neutral in conformance with *Reed vs. Gilbert* and federal law.
- Ensure that the wireless communication facilities code text is in conformance with federal laws.
- Add additional zoning districts (standards and flexible) and consider converting overlay districts to zoning districts.
- Add additional regulations for medical and recreational marijuana facilities, heavy industrial (I-3) uses that include potential hazardous materials or emissions; and electric vehicle charging.
- Update definitions.
- Modernize and reform ordinance to include color and style consistent with the Town's general plan, table of changes, and hyperlinked table of contents.
- Include provisions to protect the Auxiliary Military facilities and operations in proximity to the Town.
- Ensure consistency and support of the updated General Plan elements and procedures.

**Focus Area 2:** Create a digitized Official Zoning Map incorporating rezoning ordinances from 2007. This map update can be conducted as an add on currently with the zoning code update or separately later.

**Focus Area 3:** Update *1985 Subdivision Regulations* in similar fashion as with the zoning code and merge them into a unified development code. For cost savings, this update is proposed to occur concurrently with the zoning code update but can also be conducted separately with additional fees for public hearings.

Below is a step-by-step and systematic approach to how our team will tackle the objectives identified above together in approximately twelve months. Focus Areas 2 and 3 are optional add ons and itemized accordingly in the estimated fee. The optimal plan would be to do these three focus areas in a linear fashion and combine the kickoff meetings and hearings as well as document drafting for cost savings. However, if the Town wishes, these phases can be fully bifurcated and be done at a later date entirely. The spreadsheet that follows includes a combined project schedule as well as fee estimates for completing all components together or separately.

## PHASE 1 – PROJECT MANAGEMENT

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### 1.1 KICKOFF MEETING WITH STAFF

Following notice to proceed, our team will conduct a virtual kickoff meeting with the Project Team for all three focus areas of the update. The primary purpose of the meeting will be to discuss the proposed schedule and any anticipated milestones; the preferred channels of communication; and refine the key areas of focus.

### 1.2 MONTHLY MEETINGS AND PROGRESS REPORTS

To ensure an efficient and timely schedule that meets the expectations of the Town, our team will hold coordination calls with the Project Team at least once a month for the duration of the project. During these meetings, we will discuss coordination items relevant at the time of the call while reviewing documents together in “real time” for maximum efficiency. A variety of other unscheduled communications with Town staff in the form of emails and phone calls will also be expected throughout the process. Additionally, monthly progress reports will be submitted to the Town staff at the same time as monthly invoices.

#### **Phase 1 Deliverables/Meetings:**

- Project kickoff meeting (virtual), including agenda, meeting materials, facilitation, and meeting summary
- Staff coordination meetings every month (up to 11 scheduled virtual meetings), including agendas, meeting materials, facilitation, and meeting summaries (electronic)
- Monthly progress reports (electronic)

## PHASE 2 – ASSESSING THE ZONING CODE & SUBDIVISION REGULATIONS

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### 2.1 EXISTING ZONING CODE REVIEW & ASSESSMENT REPORT

An essential first step in the code update process will be to thoroughly understand the structure of the existing *2007 Zoning Ordinance*, including how it is organized, what is inside, what is working, and what is not. Our team will talk extensively with the Project Team and review the existing code as well as relevant case law to ensure that our recommendations are consistent with current staff processes, objectives, and relevant laws. The code will be reviewed in alignment with the *Gila Bend 2040 General Plan* and include a gap analysis to determine where the code falls short regarding implementing the general plan. Our team will synthesize the information gathered through our document review and from conversations with the Project Team into an assessment report that details the specific findings organized into prioritized phases with specific recommendations for improvements, including suggested graphic enhancements. This report will be utilized as the foundation for drafting the zoning code text and will also give the Town a prioritized “to do” list of code amendments that can be accomplished later.

### 2.2 EXISTING SUBDIVISION REGULATIONS REVIEW & ASSESSMENT REPORT

As with the zoning code, our team will thoroughly review the existing content and structure of the *1985 Subdivision Regulations* for a prioritized list of recommended improvements. Another outcome of this review and update will be to propose a combined structure for zoning and subdivision regulations for a unified Development Code.

### 2.3 PLANNING AND ZONING COMMISSION INITIATION HEARING

Both Code and Subdivision Assessment Reports will be legally advertised for a Planning and Zoning Commission Hearing and presented in person by our team for input and initiation of these updates. If applicable, a discussion of updating and digitizing the existing zoning map will be discussed at this hearing.

**Phase 2 Deliverables/Meetings:**

- Zoning Code Assessment Report (electronic)
- Subdivision Regulations Assessment Report (electronic)
- Planning and Zoning Commission Hearing (in person), including presentation materials

## PHASE 3 – DRAFTING THE DEVELOPMENT CODE

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### 3.1 INITIAL DEVELOPMENT CODE DRAFT

We take an assertive, yet collaborative approach to development code drafting. That said, we will aim to incorporate our professional assessments and work directly with the Project Team throughout the drafting process to fully understand and articulate the new development code text. Once the initial draft is complete, it will go through a rigorous QA/QC check with our team and then be submitted to the Project Team for review. If the Project Team does not include the Town Attorney, they will be routed the draft for their feedback.

### 3.2 FINAL DEVELOPMENT CODE DRAFT

Once all comments have been addressed from the Project Team and others, our team will submit a final development code formatted and with applicable enhancing graphics for review.

**Phase 3 Deliverables/Meetings:**

- Initial Draft Development Code (electronic)
- Final Draft Development Code (electronic)

## PHASE 4 – DIGITIZE AND UPDATE THE OFFICIAL ZONING MAP

---

### 4.1 INITIAL ZONING MAP DRAFT

Our team will digitize the existing zoning map including updating the map for all past zoning approvals since 2007. This effort will require extensive coordination with the Town Clerk to obtain past ordinances. During this process, both base zoning districts and zoning district overlays will be digitized on a parcel basis and the digitized zoning map will be easy to update by the Town staff. If additional training is needed, it can be completed on an hourly rate that is separate from the fee estimate included with this proposal

### 4.2 FINAL DRAFT ZONING MAP

Once all comments have been addressed from the Project Team and others, our team will submit a final a final zoning map for review.

**Phase 4 Deliverables/Meetings:**

- Initial Draft Zoning Map (electronic)
- Final Draft Zoning Map (electronic)

## PHASE 5 – APPROVALS & FINAL DOCUMENTATION

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### 5.1 PLANNING AND ZONING COMMISSION ADOPTION RECOMMENDATION HEARING

Our team will present the proposed Development Code and updated zoning map in person to the Planning and Zoning Commission at a public hearing for recommendation for approval.

### 5.2 TOWN COUNCIL ADOPTION HEARING

Our team will present the proposed Development Code and updated zoning map in person to the Town Council at a public hearing for approval and adoption via ordinance. It should be noted that the updated existing official zoning map will be for discussion and illustration purposes only; this update does not require approval and adoption by the Town Council.

### 5.3 FINAL DOCUMENTATION

Our team will incorporate staff, public, and Town Council responses into the final Development Code and official zoning map and submit it to the Town electronically in its desired format. Additionally, our team will provide the Town with all native files used during the process.

#### **Phase 5 Deliverables/Meetings:**

- Planning and Zoning hearing (in person), including presentation materials
- Town Council hearing (in person), including presentation materials
- Final code update document, official zoning map, and all other documents (electronic)

## PROJECT SCHEDULE AND FEE

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The following consists of the tentative project schedule for all components and estimated fee for the components conducted together and separately.

## Town of Gila Bend Development Code Project Schedule

	1	2	3	4	5	6	7	8	9	10	11	12
<b>Phase 1 - Project Management</b>												
1.1 Kickoff Meeting with Staff (virtual)	M1											
1.2 Monthly Meetings (virtual) and Progress Reports (electronic)		M2 D1	M3 D2	M4 D3	M5 D4	M6 D5	M7 D6	M8 D7	M9 D8	M10 D9	M11 D10	M12 D11
<b>Phase 2 - Assessing the Zoning Code &amp; Subdivision Regulations</b>												
2.1 Existing Zoning Code Review & Assessment report (electronic)		D12										
2.2 Existing Subdivision Regulations Review and Assessment Report (electronic)			D13									
2.3 Planning and Zoning Commission Initiation Hearing (virtual)			M13									
<b>Phase 3 - Drafting the Development Code</b>												
3.1 Initial Development Code Draft (electronic)					D14			D15				
3.2 Final Development Code Draft (electronic)							D16		D17			
<b>Phase 4 - Digitize and Update the Official Zoning Map</b>												
4.1 Initial Zoning Map Draft (electronic)												
4.2 Final Draft Zoning Map (electronic)												
<b>Phase 5 - Approvals &amp; Final Documentation</b>												
5.1 Planning and Zoning Commission Hearing (in person)										M14		
5.2 Town Council Adoption Hearing (in person)											M15	
5.3 Final Documentation (electronic)												D18

### Deliverables

D1 - D11 Monthly Progress Reports  
 D12 - Zoning Code Assessment Report  
 D13 - Subdivision Regulations Assessment Report  
 D14 - Initial Development Draft Code  
 D15 - Final Development Draft Code  
 D16 - Initial Draft Zoning Map  
 D17 - Final Draft Zoning Map  
 D18 - Final Development Code, Official Zoning Map, and Native Files

### Meetings

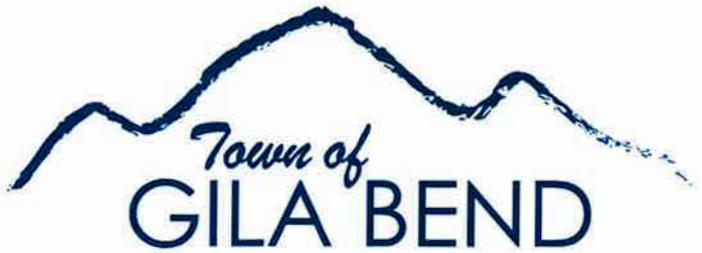
M1 - Kick Off Meeting  
 M2 - M12 Monthly Coordination Meetings Meetings  
 M13 - Planning and Zoning Commission Initiation Hearing  
 M14 - Planning and Zoning Commission Hearing  
 M15 - Town Council Hearing

**EXHIBIT B**

**Schedule & Fees**

## Gila Bend Development Code Update Fee Estimate (All Focus Areas)

	Logan Simpson									
	Project Advisor TM	Project Manager SH	Code Writer RE	GIS Graphics MD	Formatting QACQ KM	Hours	Labor	Exp	Total	
	Hourly Rate	\$190	\$170	\$100	\$135	\$05				
<b>Phase 1 - Project Management</b>										
1.1 Kickoff Meeting with City Staff (virtual)	2	2	0	0	2	6	\$900	\$0	\$900	
1.2 Monthly Meetings (virtual) and Progress Reports (electronic)	2	16	0	0	12	30	\$4,200	\$0	\$4,200	
<b>Subtotal</b>	<b>4</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>36</b>	<b>\$ 5,100</b>	<b>\$ -</b>	<b>\$ 5,100</b>	
<b>Phase 2 - Assessing the Zoning Code &amp; Subdivision Regulations</b>										
2.1 Existing Zoning Code Review and Assessment Report (electronic)	4	16	8	0	0	28	\$4,300	\$0	\$4,300	
2.2 Existing Subdivision Regulations Review and Assessment Report (electronic)	4	16	8	0	0	28	\$4,300	\$0	\$4,300	
2.3 Planning and Zoning Commission Initiation Meeting (in person)	2	6	8	0	2	18	\$2,400	\$108	\$2,508	
<b>Subtotal</b>	<b>10</b>	<b>38</b>	<b>24</b>	<b>0</b>	<b>2</b>	<b>74</b>	<b>\$ 11,000</b>	<b>\$ 108</b>	<b>\$ 11,108</b>	
<b>Phase 3 - Drafting the Development Code</b>										
3.1 Initial Development Code Draft (electronic)	16	48	64	8	4	140	\$19,100	\$0	\$19,100	
3.2 Final Development Code Draft (electronic)	8	16	16	48	40	128	\$16,100	\$0	\$16,100	
<b>Subtotal</b>	<b>16</b>	<b>48</b>	<b>80</b>	<b>56</b>	<b>44</b>	<b>288</b>	<b>\$ 35,200</b>	<b>\$ -</b>	<b>\$ 35,200</b>	
<b>Phase 4 - Digitize and Update the Official Zoning Map</b>										
4.1 Initial Zoning Map Draft (electronic)	2	16	0	72	0	90	\$12,800	\$0	\$12,800	
4.2 Final Draft Zoning Map (electronic)	2	8	0	24	0	34	\$5,000	\$0	\$5,000	
<b>Subtotal</b>	<b>4</b>	<b>24</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>34</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ 5,000</b>	
<b>Phase 5 - Approvals &amp; Final Documentation</b>										
5.1 Planning and Zoning Commission Hearing (in person)	2	6	0	0	2	10	\$1,600	\$108	\$1,708	
5.2 Town Council Adoption Hearing (in person)	2	6	0	0	2	10	\$1,600	\$108	\$1,708	
5.3 Final Documentation (electronic)	0	2	0	2	2	6	\$800	\$0	\$800	
<b>Subtotal</b>	<b>4</b>	<b>14</b>	<b>0</b>	<b>2</b>	<b>6</b>	<b>26</b>	<b>\$ 4,000</b>	<b>\$ 216</b>	<b>\$ 4,216</b>	
<b>Total</b>	<b>42</b>	<b>150</b>	<b>104</b>	<b>82</b>	<b>66</b>	<b>438</b>	<b>\$ 60,300</b>	<b>\$ 324</b>	<b>\$ 60,624</b>	



## STAFF REPORT

TO: Mayor Sikes and Town Council  
FROM: Katherine Valenzuela, Town Manager  
SUBJECT: Logan Simpson Consultant Agreement for Town Code Update  
DATE: 5.28.24

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### Agenda Item:

*Approval of a consultant agreement between the Town of Gila Bend and Logan Simpson.* The Mayor and Town Council shall discuss and possibly take action to waive bidding requirements (pursuant to Title 3, Chapter 38, Section 38.08 "Selection of Supplier") to approve a Town Code Update consultant agreement between the Town of Gila Bend and Logan Simpson for FY24 through FY25 in the amount of \$51,000.

### Background:

Logan Simpson is currently conducting the 2040 General Plan Update for the Town. Given their firm's planning expertise and familiarity with the unique challenges and opportunities of the Town, Logan Simpson is well-positioned to conduct these additional much-needed updates to our essential documents in a timely and cost-effective manner. With so much development coming to Town it is urgent to have these codes updated in a timely and expert manner.

### Recommendation:

Staff would like to recommend for the Mayor and Town Council to consider waiving bidding requirements to approve a Town Code Update consultant agreement between the Town of Gila Bend and Logan Simpson for FY24 through FY25 in the amount of \$51,000.

**CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
FOR GENERAL TOWN CODE UPDATE**

**BETWEEN  
THE TOWN OF GILA BEND  
AND  
LOGAN SIMPSON DESIGN INC.**

THIS CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES FOR GENERAL TOWN UPDATE (this "Agreement") between the Town of Gila Bend, an Arizona municipal corporation (the "Town") and Logan Simpson Design Inc., an Arizona corporation, dba Logan Simpson (the "Consultant"), is hereby entered into and shall be effective on the last signature date set forth below.

**RECITALS**

A. The Town desires that the Consultant perform comprehensive updates to the *Gila Bend, AZ Code of Ordinances* published by American Legal (Town Code), consisting of Title I through Title XIII. Title XV, Land Usage, is included in a separate consulting agreement.

B. The Town has determined that the Consultant is a provider of professional services and that imposing a quotation or bidding requirement would jeopardize quality service to or the ongoing programs of the Town.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Consultant agree as follows:

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

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

3. Compensation and Invoicing: All compensation for the complete and satisfactory completion of Services rendered by Consultant, including its subcontractor(s), shall be set forth in Exhibit B (including project schedule) and shall not exceed \$51,000.00.

4. Payment: Consultant shall submit monthly progress reports and monthly invoices for all work completed each month, in the form required by Town, if any. Town shall pay Consultant within 30 days of the invoice date.

5. Term of Agreement: This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until January 31, 2025 ("Initial Term"), unless terminated as otherwise provided in this Agreement. Services under this Agreement shall begin upon notice to proceed." Thirty days prior to the expiration of this Agreement, the parties may mutually agree, in writing, to extend this Agreement for a period of six months after the Initial Term expires ("Renewal Term"). During any Renewal Term, the terms and conditions of this Agreement shall remain in full force and effect.

6. Responsibility of Consultant:

- a. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, meetings, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise errors or deficiencies in its designs, drawings, specifications, and other services when directed by Town.
- b. Neither Town's review, approval or acceptance of, or payment for, services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Town in accordance with applicable law for all damages to Town caused by Consultant's negligent performance of any of the services furnished under this Agreement.
- c. Consultant shall appoint an individual acceptable to Town to serve as Consultant's Project Manager and primary contact for the day-to-day activities of Consultant under this Agreement. During the term of this Agreement, Consultant shall be available for consultation at such times and at such location as Town from time to time may direct.
- d. Consultant shall not make changes to key personnel designated in its proposal for the Project without Town's prior approval which shall not be unreasonably withheld. Approval by Town of any personnel or subcontractor shall not relieve Consultant of its liability or responsibility for the proper performance of the Services under this Agreement.
- e. Consultant agrees to conduct its services hereunder in accordance with all applicable Federal and State laws, regulations, and local ordinances. Consultant shall indemnify and hold Town harmless from any and all fines, penalties, costs, or liability arising from Consultant's failure to comply with all applicable laws.

- f. Consultant represents and warrants to Town that it is licensed and authorized, and holds required permits (if applicable), to perform the services required by Exhibit A in any jurisdiction covered by this Agreement.
- g. Consultant represents and warrants to Town that it is and will remain free from conflicts of interest and has not employed or retained any company or person, other than a bona fide employee, to solicit or secure work under this Agreement.
- h. Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 14 of this Agreement.
- i. Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.
- j. Consultant shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Consultant shall provide and pay for and insure for all equipment necessary for the Services.

7. Review and Inspection: Representatives from Town are authorized to review and inspect Project activities, plans and facilities during Consultant's normal business hours.

8. Standard of Care: Consultant represents that the Services performed by Consultant under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by or under the direction of members of Consultant's profession currently practicing in the same locality as the Project under similar conditions.

9. Ownership of Instruments of Service: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Consultant as instruments of service shall become and remain the property of Town upon final payment to Consultant. Consultant shall not be responsible for the unauthorized reuse or modification of its work product.

10. Changes In the Work: At any time after execution of this Agreement, Consultant may identify, or Town may request or direct, changes in Consultant's Services consisting of additions, deletions, and revisions within the general scope of services being performed by Consultant under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, the Consultant shall promptly notify and submit to Town, within a reasonable time, an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. If an adjustment to Consultant's time or cost is justified, Town will issue an addendum to this Agreement. Consultant shall not undertake any additional work outside of its Scope of Services without prior written approval and authorization by the Town.

11. Independent Consultant: Consultant shall at all times be an independent contractor under this Agreement with respect to performing services for Town and is responsible for the means and methods used in performing the Services. The employees furnished by Consultant to perform the Services shall be and are Consultant's employees exclusively and shall be paid by Consultant for all services in connection with this Agreement. Consultant shall be responsible for all payments, obligations and reports covering Social Security, Unemployment Insurance, Workmen's Compensation, Income Tax and other reports and deductions required by any applicable State, local or Federal law.

12. Confidentiality:

- a. In the performance of the Services, Consultant may acquire confidential information from Town. Consultant shall not disclose to anyone not employed by Town, nor use, except on behalf of Town, any such confidential information acquired in the performance of the Services except as authorized by Town in writing and, regardless of the term of this Agreement, Consultant shall be bound by this obligation until such time as said confidential information shall lawfully become part of the public domain. Information regarding all aspects of Town business and information concerning the Services (either directly or indirectly acquired by Consultant, its agents or employees or developed by Consultant, its agents or employees in the performance of the Services) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public by Town without restriction. Notwithstanding the foregoing, Consultant may disclose confidential information if required by law or court order.
- b. Consultant agrees that all tangible, as well as intangible forms of Town confidential and proprietary information which Consultant acquires pursuant to this Agreement shall be safeguarded with the same degree of control and care as a reasonably prudent and similarly situated Consultant would exercise with respect to his or her own similar property and shall be returned to Town upon request.

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

Consultant's subcontractor or any other person for whose acts, errors, mistakes, omissions, or acts of negligence services the Consultant may be legally liable including the Town. Such indemnity does not extend to the Town's negligence. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

14. Insurance:

- a. Consultant shall take out and maintain at its sole cost and expense the insurance coverage for this Agreement as set forth herein. All such insurance policies shall be provided by insurance companies having an A.M. Best's ratings of A- VII or greater.
  - i. Workers' Compensation Insurance in accordance with the statutory requirements of the states in which the Services are performed.
  - ii. Commercial General Liability Insurance in a broad form and in an amount not less than One Million Dollars (\$1,000,000) aggregate and per occurrence. This policy will provide coverage for personal and bodily injury, including death, property damage, and contractual liability.
  - iii. Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and in aggregate covering Consultant's liability for death, bodily injury and property damage resulting from Consultant's activities for the use of owned, hired and non- owned vehicles.
  - iv. Professional Liability Insurance including errors and omissions in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- b. Evidence of all such required coverage shall be provided on an insurance certificate prior to beginning work on the Project. Renewal certificates will be provided to the Town prior to expiration of the current policies.
- c. Town may immediately, and without notice, have all compensation withheld or suspended, suspend Consultant from providing further Services, or terminate Consultant from this Agreement for any lapse in coverage or material change in coverage which causes Consultant to be in noncompliance with the requirements of this section.
- d. Consultant shall require its subcontractors to indemnify Town on the terms required by this Agreement and shall include Town, and its respective officers, directors, agents and employees as additional insureds on the General Liability and Automobile Liability insurance certificates. Consultant's coverage shall be deemed primary insurance to any similar insurance maintained by Town.

- e. Consultant shall include a Waiver of Subrogation in favor of Town on the Worker's Compensation, General Liability, and Automobile Liability insurance certificates.
- f. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- g. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- h. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three- year period.

15. Records Retention and Maintenance: Consultant shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Agreement and other related project(s) for a period of five (5) years following the completion of the project.

16. Termination:

- a. Town may, by written notice allowing the consultant 30 days to rectify any issues to Consultant, terminate for convenience this contract in whole or in part at any time, for any reason whatsoever. Upon receipt of such notice, Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to Town all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this contract, whether completed or in process.
- b. Town shall pay Consultant for all work satisfactorily performed prior to the effective date of termination plus reasonable termination costs and expenses.

- c. Town may suspend Consultant's Services for such period of time as Town deems necessary. If such suspension is for the Town's convenience, Town will issue a change order in accordance with Paragraph 10.
- d. The rights and remedies of Town provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

17. **Non-Solicitation:** During the term of this Agreement and for two years following the termination or expiration of the Services performed under this Agreement, either Party shall not, without prior written consent directly solicit or employ, whether as an employee or independent consultant, any employee of the other Party.

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

TOWN: Gila Bend  
Town Manager  
Town of Gila Bend  
PO Box A  
Gila Bend, Arizona 85337

CONSULTANT: Logan Simpson  
Bruce Meighen, President & CEO  
Logan Simpson Design Inc  
51 W. Third Street, Suite 450  
Tempe, Arizona 85281

19. **Successors And Assigns:** Consultant shall not subcontract any part of the Services without prior written consent of Town. Neither Consultant nor Town shall assign any interest or right in this Agreement, including assignments resulting from a merger or acquisition, without both Parties' prior written consent which shall not be unreasonably withheld.

20. **Affirmative Action:** Consultant shall also comply with all federal, state, and local laws, rules, ordinances and decisions, and executive orders dealing with affirmative action and nondiscrimination in employment and with subcontracting to disadvantaged, and to minority owned, and to woman owned businesses. In addition, the Consultant shall comply with all policies, plans and procedures Town may have with respect to these matters. All required federal clauses are incorporated herein by reference as if fully set forth.

21. **Severability and Survival:**

- a. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- b. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. Governing Law: This Agreement, and any claim or dispute between the parties to this Agreement, shall be governed by the laws of the State of Arizona.

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

24. E-Verify Requirements: To the extent applicable under A.R.S. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

25. Israel: Consultant certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

26. China: Pursuant to and in compliance with A.R.S. § 35-394, Consultant hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Consultant will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Consultant also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

27. Entire Agreement: This Agreement together with the Attachments or Exhibits identified herein constitutes the entire Agreement between Town and Consultant and supersedes all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or cancelled by a duly executed written change order document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last set forth below.

[Signatures on Following Page]

**“Town”**

TOWN OF GILA BEND,  
an Arizona municipal corporation

Date:

Tommy L. Sikes, Mayor

ATTEST:

APPROVED AS TO FORM

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Beth Sanchez, Town Clerk

---

Allen Quist, Town Attorney

**“Consultant”**

LOGAN SIMPSON DESIGN INC.,  
an Arizona corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**Scope of Services**

# METHOD OF APPROACH

## PROJECT UNDERSTANDING

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This section articulates the main objectives for the Town of Gila Bend's Town Code Update. We understand that the Town wishes to do a comprehensive update of the entire *Gila Bend, AZ Code of Ordinances* published by American Legal (Town Code). The Town Code is made up of the following Titles:

Title I, General Provisions	Title IX, General Regulations
Title III, Administration	Title XI, Business Regulations
Title V, Public Works	Title XIII, General Offenses
Title VII, Traffic Code	Title XV, Land Usage

It is anticipated that this update will look wholistically at all titles to renumber and reorder, remove redundancies, and streamline or remove unnecessary provisions. This update will not include a content review of the Land Usage: Zoning section which is covered under a separate proposal. In keeping with the Town's priorities as shown below:

1. Fire Code
2. Building Regulations
3. Water/Wastewater
4. Traffic Code
5. Cemetery
6. Streets and Sidewalks
7. Animal Control
8. Offenses against property
9. Purchasing
10. Parks and Rec
11. Litter
12. Graffiti
13. Business Licenses
14. Peddlers

Our Team will conduct the following **ten steps** with each identified chapter of the Town Code:

1. Collaborate with applicable Departments / Stakeholders lead or team;
2. Assess what content is working or not, and what is missing;
3. Revise or create new code content for initial review by Departments / Stakeholders;
4. Distribute the code or code sections to respective representatives for review and comment;
5. Facilitate initial review by Town Legal staff;
6. Revise code content into a final format;
7. Present final code to the Town Manager;
8. Present final code to the Town Council;
9. Work with the Town Clerk to finalize the Town Code document; and
10. Provide all native files to the Town.

Our team's Method of Approach provided below is a step-by-step and systematic approach to how our team will tackle the steps identified above within approximately nine months. A tentative project schedule and fee estimate are also included.

## PHASE 1 – PROJECT MANAGEMENT

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### 1.1 KICKOFF MEETING WITH STAFF

Following a Notice To Proceed, our team will conduct a virtual kickoff meeting with the Town's designated Project Team. The primary purpose of the meeting will be to discuss the proposed schedule and review prioritization as well as Department/Stakeholder contacts and communication protocols.

### 1.2 MONTHLY MEETINGS AND PROGRESS REPORTS

To ensure an efficient and timely schedule that meets the expectations and needs of the Town, our team will hold coordination calls with the Project Team at least once a month for the duration of the project. During these meetings, we will discuss coordination items relevant at the time of the call while reviewing documents together in "real time" for maximum efficiency. A variety of other unscheduled communications with Town staff in the form of emails and phone calls will also be expected throughout the process. Additionally, monthly progress reports will be submitted to the Town staff with monthly invoices.

#### **Phase 1 Deliverables/Meetings:**

- Project kickoff meeting (virtual), including agenda, meeting materials, facilitation, and meeting summary
- Staff coordination meetings every month (up to 8 scheduled virtual meetings), including agendas, meeting materials, facilitation, and meeting summaries (electronic)
- Monthly progress reports (electronic)

## PHASE 2 – ASSESSING THE TOWN CODE

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### 2.1 EXISTING REVIEW & ASSESSMENT REPORT

Our team will thoroughly review each chapter of the Town Code in the Town's prioritized order and work with the respective department heads/stakeholders to ascertain what is working or not and what is missing. Our review will include suggestions for improvements to the overall structure of the Town Code and for each title as well as the incorporation of any best practices or new state and federal requirements. The Town Code Assessment Report will include a refined schedule for drafting/revising each Title of the Code based on the priorities of the Town.

#### **Phase 2 Deliverables/Meetings:**

- Town Code Assessment Report (electronic)

## PHASE 3 – DRAFTING THE TOWN CODE

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### 3.1 INITIAL CODE DRAFT

Each Title may be drafted and reviewed separately or completed and reviewed as a whole. In either instance, the initial draft or drafts will be presented to each respective department and legal staff for review and comment.

### 3.2 FINAL CODE DRAFT

Once all comments have been addressed from the respective representatives and legal staff, our team will submit a final draft of the code.

#### **Phase 3 Deliverables/Meetings:**

- Initial Draft Town Code (electronic)
- Final Draft Town Code (electronic)

## PHASE 4 – APPROVALS & FINAL DOCUMENTATION

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### 4.1 TOWN MANAGER PRESENTATION

Our team will present the final draft of the Town Code to the Town Manager.

### 4.2 TOWN COUNCIL PRESENTATION & ADOPTION VIA ORDINANCE

Once the Town Manager is satisfied, our team will present the final Town Code to the Town Council. Our team will create the staff report, related ordinance document, and the PowerPoint presentation and will present the code in person to the Town Council.

### 4.3 FINAL DOCUMENTATION

Our team will incorporate all responses into the Town Code and submit it to the Town electronically in its desired format. Additionally, our team will provide the Town with all native files used during the process.

#### **Phase 4 Deliverables/Meetings:**

- Town Manager Presentation (virtual), including presentation materials
- Town Council meeting (in person), including presentation materials
- Final Town code update document (electronic)

## PROJECT SCHEDULE AND FEE

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The tentative project schedule and estimated fee follows.

## Town of Gila Bend Town Code Project Schedule

	1	2	3	4	5	6	7	8	9
<b>Phase 1 - Project Management</b>									
1.1 Kickoff Meeting with Staff (virtual)	M1								
1.2 Monthly Meetings (virtual) and Progress Reports (electronic)		M2 D1	M3 D2	M4 D3	M5 D4	M6 D5	M7 D6	M8 D7	M9 D8
<b>Phase 2 - Assessing the Town Code</b>									
2.1 Existing Review & Assessment Report (electronic)			D9						
<b>Phase 3 - Drafting the Town Code</b>									
3.1 Initial Development Code Draft (electronic)							D10		
3.2 Final Development Code Draft (electronic)								D11	
<b>Phase 4 - Approvals &amp; Final Documentation</b>									
4.1 Town Manager Presentation (virtual)								M10	
4.2 Town Council Presentation & Adoption via Ordinance (in person)								M11	
4.3 Final Documentation (electronic)									D12

### Deliverables

D1 - D8 Monthly Progress Reports

D9 - Assessment Report

D10 - Initial Draft Code

D11 - Final Draft Code

D12 - Final Code and Native Files

### Meetings

M1 - Kick Off Meeting

M2 - M9 Monthly Coordination Meetings

M10 - Town Manager Presentation

M11 - Town Council Meeting

**EXHIBIT B**

**Schedule & Fees**

## Gila Bend Town Code Update Fee Estimate

Logan Simpson

	Project Manager TH	Lead Code Writer RE	Formatting/ OAQC MM	Hours	Labor	Exp	Total
	Hourly Rate	\$180	\$150	\$95			
<b>Phase 1 - Project Management</b>							
1.1 Kickoff Meeting with City Staff (in person)	2	2	0	4	\$700	\$0	\$700
1.2 Monthly Meetings (virtual) and Progress Reports (electronic)	16	12	0	28	\$4,800	\$0	\$4,800
<b>Subtotal</b>	<b>18</b>	<b>14</b>	<b>0</b>	<b>32</b>	<b>\$ 5,500</b>	<b>\$ -</b>	<b>\$ 5,500</b>
<b>Phase 2 - Assessing the Town Code</b>							
2.1 Existing Review and Assessment Report (electronic)	2	48	16	66	\$9,100	\$0	\$9,100
<b>Subtotal</b>	<b>2</b>	<b>48</b>	<b>16</b>	<b>66</b>	<b>\$ 9,100</b>	<b>\$ -</b>	<b>\$ 9,100</b>
<b>Phase 3 - Drafting the Town Code</b>							
3.1 Initial Code Draft (electronic)	8	120	24	152	\$21,800	\$0	\$21,800
3.2 Final Code Draft (electronic)	4	24	40	68	\$8,200	\$0	\$8,200
<b>Subtotal</b>	<b>8</b>	<b>144</b>	<b>64</b>	<b>220</b>	<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ 30,000</b>
<b>Phase 4 - Approvals &amp; Final Documentation</b>							
4.1 Town Manager Presentation (virtual)	2	8	4	14	\$2,000	\$0	\$2,000
4.2 Town Council Presentation & Adoption via resolution (in person)	12	2	4	18	\$3,000	\$300	\$3,300
4.3 Final Documentation (electronic)	0	2	8	10	\$1,100	\$0	\$1,100
<b>Subtotal</b>	<b>14</b>	<b>12</b>	<b>16</b>	<b>42</b>	<b>\$ 6,100</b>	<b>\$ 300</b>	<b>\$ 6,400</b>
<b>Total</b>	<b>44</b>	<b>218</b>	<b>96</b>	<b>360</b>	<b>\$ 50,700</b>	<b>\$ 300</b>	<b>\$ 51,000</b>



## STAFF REPORT

TO: Mayor Sikes and Town Council  
FROM: Katherine Valenzuela, Town Manager  
SUBJECT: Willdan Engineering  
DATE: 5.28.24

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### Agenda Item:

Approval of a professional services agreement between the Town of Gila Bend and Willdan Engineering for on-call inspection and permitting services. The Mayor and Town Council shall discuss and possibly take action to waive bidding requirements (pursuant to Title 3, Chapter 38, Section 38.09(B) to approve a professional services agreement between Town of Gila Bend and Willdan Engineering.

### Background:

Willdan Engineering will perform inspection and permitting services for the Town, including on call building and fire, architectural, ADA, fire, mechanical, plumbing, electrical and structural plan review and inspection, plus building official, permit technician, fire investigation, and code enforcement services.

Willdan Engineering has provided these services to the Town since 2019.

### Recommendation:

Staff would like to recommend for the Mayor and Town Council to consider waiving bidding requirements and approve an agreement between the Town of Gila Bend and Willdan Engineering for the provision of building permit and building official services for FY 2024-2025.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **BETWEEN THE TOWN OF GILA BEND AND WILLDAN ENGINEERING INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") between the Town of Gila Bend, an Arizona municipal corporation (the "Town") and Willdan Engineering, Inc., a California corporation (the "Contractor"), is hereby entered into and shall be effective on the last signature date set forth below.

#### **RECITALS**

A. The Town desires that the Contractor perform inspection and permitting services for the Town, including on call building and fire, architectural, ADA, fire, mechanical, plumbing, electrical and structural plan review and inspection, plus building official, permit technician, fire investigation, and code enforcement services (collectively, the "Services").

B. The Town has determined that the Contractor is a provider of professional services and that imposing a quotation or bidding requirement would jeopardize quality service to or the ongoing programs of the Town.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Contractor agree as follows:

1. Scope of Services: The Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Town, the Services set forth in this Agreement. A description of those Services, and their accompanying fees, is set forth in Exhibit A, which is incorporated herein by reference. Upon the Town's request, Contractor shall prepare and submit to the Town a detailed scope of services for individual projects that includes a description of the project, a detailed scope of services, and a project schedule. The Contractor should receive prior written approval from the Town Manager before commencing services on project assignments released under this Agreement.

2. Compensation and Invoicing: All compensation for the complete and satisfactory completion of Services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit A. The Contractor shall track and record the time spent on each project and submit monthly progress reports and monthly invoices for all work completed each month, in the form required by Town, if any. All invoices and any work pertaining thereto is subject to final inspection and acceptance by the Town. This is an indefinite quantity and indefinite delivery,

i.e., as needed as determined by the Town, Agreement for Services. The Town does not guarantee that a minimum or maximum number of projects or hours will be reached under this Agreement.

3. Term of Agreement: This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until May 31, 2026 ("Initial Term"), unless terminated as otherwise provided in this Agreement. Services under this Agreement shall begin upon notice to proceed. Thirty days prior to the expiration of this Agreement, the parties may mutually agree, in writing, to extend this Agreement for a period of six months after the Initial Term expires ("Renewal Term"). During any Renewal Term, the terms and conditions of this Agreement shall remain in full force and effect.

4. Responsibility of Contractor:

- a. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, meetings, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise errors or deficiencies in its designs, drawings, specifications, and other services when directed by Town.
- b. Neither Town's review, approval or acceptance of, or payment for, services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Town in accordance with applicable law for all damages to Town caused by Contractor's negligent performance of any of the services furnished under this Agreement.
- c. Contractor shall appoint an individual acceptable to Town to serve as Contractor's Project Manager and primary contact for the day-to-day activities of Contractor under this Agreement. During the term of this Agreement, Contractor shall be available for consultation at such times and at such location as Town from time to time may direct.
- d. Contractor shall not make changes to key personnel designated in its proposal for the Project without Town's prior approval which shall not be unreasonably withheld. Approval by Town of any personnel or subcontractor shall not relieve Contractor of its liability or responsibility for the proper performance of the Services under this Agreement.
- e. Contractor agrees to conduct its services hereunder in accordance with all applicable Federal and State laws, regulations, and local ordinances. Contractor shall indemnify and hold Town harmless from any and all fines, penalties, costs, or liability arising from Contractor's failure to comply with all applicable laws.

- f. Contractor represents and warrants to Town that it is licensed and authorized, and holds required permits (if applicable), to perform the services required by Exhibit A in any jurisdiction covered by this Agreement.
- g. Contractor represents and warrants to Town that it is and will remain free from conflicts of interest and has not employed or retained any company or person, other than a bona fide employee, to solicit or secure work under this Agreement.
- h. Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 12 of this Agreement.
- i. Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.
- j. Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

5. Review and Inspection: Representatives from Town are authorized to review and inspect project activities, plans and facilities during Contractor's normal business hours.

6. Standard of Care: Contractor represents that the Services performed by Contractor under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by or under the direction of members of Contractor's profession currently practicing in the same locality as the Project under similar conditions.

7. Ownership of Instruments of Service: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Contractor as instruments of service shall become and remain the property of Town upon final payment to Contractor. Contractor shall not be responsible for the unauthorized reuse or modification of its work product.

8. Changes In the Work: At any time after execution of this Agreement, Contractor may identify, or Town may request or direct, changes in Contractor's Services consisting of additions, deletions, and revisions within the general scope of services being performed by Contractor under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, the Contractor shall promptly notify and submit to Town, within a reasonable time, an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. If an adjustment to Contractor's time or cost is justified, Town will issue an addendum to this Agreement. Contractor shall not undertake any additional work outside of its Scope of Services without prior written approval and authorization by the Town.

9. Independent Contractor: Contractor shall at all times be an independent contractor under this Agreement with respect to performing services for Town and is responsible for the means and methods used in performing the Services. The employees furnished by Contractor to perform the Services shall be and are Contractor's employees exclusively and shall be paid by Contractor for all services in connection with this Agreement. Contractor shall be responsible for all payments, obligations and reports covering Social Security, Unemployment Insurance, Workmen's Compensation, Income Tax and other reports and deductions required by any applicable State, local or Federal law.

10. Confidentiality:

- a. In the performance of the Services, Contractor may acquire confidential information from Town. Contractor shall not disclose to anyone not employed by Town, nor use, except on behalf of Town, any such confidential information acquired in the performance of the Services except as authorized by Town in writing and, regardless of the term of this Agreement, Contractor shall be bound by this obligation until such time as said confidential information shall lawfully become part of the public domain. Information regarding all aspects of Town business and information concerning the Services (either directly or indirectly acquired by Contractor, its agents or employees or developed by Contractor, its agents or employees in the performance of the Services) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public by Town without restriction. Notwithstanding the foregoing, Contractor may disclose confidential information if required by law or court order.
- b. Contractor agrees that all tangible, as well as intangible forms of Town confidential and proprietary information which Contractor acquires pursuant to this Agreement shall be safeguarded with the same degree of control and care as a reasonably prudent and similarly situated Contractor would exercise with respect to his or her own similar property and shall be returned to Town upon request.

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

Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, or acts of negligence services the Contractor may be legally liable including the Town. Such indemnity does not extend to the Town's negligence. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

12. Insurance:

- a. Contractor shall take out and maintain at its sole cost and expense the insurance coverage for this Agreement as set forth herein. All such insurance policies shall be provided by insurance companies having an A.M. Best's ratings of A- VII or greater.
  - i. Workers' Compensation Insurance in accordance with the statutory requirements of the states in which the Services are performed.
  - ii. Commercial General Liability Insurance in a broad form and in an amount not less than One Million Dollars (\$1,000,000) aggregate and per occurrence. This policy will provide coverage for personal and bodily injury, including death, property damage, and contractual liability.
  - iii. Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and in aggregate covering Contractor's liability for death, bodily injury and property damage resulting from Contractor's activities for the use of owned, hired and non- owned vehicles.
  - iv. Professional Liability Insurance including errors and omissions in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- b. Evidence of all such required coverage shall be provided on an insurance certificate prior to beginning work on the Project. Renewal certificates will be provided to the Town prior to expiration of the current policies.
- c. Town may immediately, and without notice, have all compensation withheld or suspended, suspend Contractor from providing further Services, or terminate Contractor from this Agreement for any lapse in coverage or material change in coverage which causes Contractor to be in noncompliance with the requirements of this section.
- d. Contractor shall require its subcontractors to indemnify Town on the terms required by this Agreement and shall include Town, and its respective officers, directors, agents and employees as additional insureds on the General Liability and Automobile Liability insurance certificates. Contractor's coverage shall be deemed primary insurance to any similar insurance maintained by Town.

- e. Contractor shall include a Waiver of Subrogation in favor of Town on the Worker's Compensation, General Liability, and Automobile Liability insurance certificates.
- f. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- g. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- h. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three- year period.

13. Records Retention and Maintenance: Contractor shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Agreement and other related project(s) for a period of five (5) years following the completion of the project.

14. Termination:

- a. Town may, by written notice allowing the Contractor 30 days to rectify any issues to Contractor, terminate for convenience this contract in whole or in part at any time, for any reason whatsoever. Upon receipt of such notice, Contractor shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to Town all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing this contract, whether completed or in process.
- b. Town shall pay Contractor for all work satisfactorily performed prior to the effective date of termination plus reasonable termination costs and expenses.

- c. Town may suspend Contractor's Services for such period of time as Town deems necessary. If such suspension is for the Town's convenience, Town will issue a change order in accordance with Paragraph 10.
- d. The rights and remedies of Town provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15. **Non-Solicitation:** During the term of this Agreement and for two years following the termination or expiration of the Services performed under this Agreement, either Party shall not, without prior written consent directly solicit or employ, whether as an employee or independent Contractor, any employee of the other Party.

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

TOWN: Gila Bend  
Town Manager  
Town of Gila Bend  
PO Box A  
Gila Bend, Arizona 85337

CONTRACTOR: Willdan Engineering  
Autumn Wollmann, C.B.O.  
Willdan Engineering  
1440 E. Missouri Ave., Suite C170  
Phoenix, Arizona 85014

17. **Successors And Assigns:** Contractor shall not subcontract any part of the Services without prior written consent of Town. Neither Contractor nor Town shall assign any interest or right in this Agreement, including assignments resulting from a merger or acquisition, without both Parties' prior written consent which shall not be unreasonably withheld.

18. **Affirmative Action:** Contractor shall also comply with all federal, state, and local laws, rules, ordinances and decisions, and executive orders dealing with affirmative action and nondiscrimination in employment and with subcontracting to disadvantaged, and to minority owned, and to woman owned businesses. In addition, the Contractor shall comply with all policies, plans and procedures Town may have with respect to these matters. All required federal clauses are incorporated herein by reference as if fully set forth.

19. **Severability and Survival:**

- a. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- b. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

20. Governing Law: This Agreement, and any claim or dispute between the parties to this Agreement, shall be governed by the laws of the State of Arizona, and any litigation arising from this Agreement may be brought only in courts in Maricopa County, Arizona.

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

22. E-Verify Requirements: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

23. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

24. China: Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

25. Entire Agreement: This Agreement together with the Attachments or Exhibits identified herein constitutes the entire Agreement between Town and Contractor and supersedes all prior written or oral understandings or agreements. This Agreement and said Attachments may only be amended, supplemented, modified, or cancelled by a duly executed written change order document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last set forth below.

[Signatures on Following Page]

**“Town”**

TOWN OF GILA BEND,  
an Arizona municipal corporation

Date:

Tommy L. Sikes, Mayor

ATTEST:

APPROVED AS TO FORM

---

Beth Sanchez, Town Clerk

---

Allen Quist, Town Attorney

**“Contractor”**

Willdan Engineering, Inc.,  
A California corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**General Scope and Fees**



May 9, 2024

Town of Gila Bend  
Attn: Kathy Valenzuela  
644 W. Pima St.  
Gila Bend, AZ 85337

**Project:** Third Party and On Call Building and Fire, Architectural, ADA, Fire, Mechanical, Plumbing, Electrical and Structural Plan Review and Inspection, Building Official, Permit Technician, Fire Investigation and Code Enforcement Services.

Dear Ms. Valenzuela:

Willdan Engineering offers a full spectrum of third-party and On Call building plan review, inspection, code enforcement and administrative services. Our professional staff includes registered engineers and ICC-certified plan reviewers and inspectors with municipal experience. For our plan review, we utilize innovative tools to expedite the plan check process, including:

- Online electronic plan review that allows for collaboration between the agency, designer, and plans examiner and reduces plan review times and shipping and printing costs.
- Personal collaboration with design professionals during reviews regarding issues and clarifications to expedite the review process.
- Expedited plan review.

Our approach to each assignment is to provide the client with technical assistance and strong project management in a professional, efficient and economical manner. We look forward to the opportunity to work with you, please contact me by phone at (602) 870-7600, by cell phone at (480) 404-8069 or by email at [awollmann@willdan.com](mailto:awollmann@willdan.com) should you have any questions or require additional information.

Thank you,

A handwritten signature in blue ink that reads "Autumn Wollmann".

**Autumn Wollmann C.B.O. | Deputy Director**

**Willdan Engineering | Comprehensive. Innovative. Trusted.**  
1440 E. Missouri Ave, Suite C170 | Phoenix, Arizona 85014

T. 480.787.5526 | C. 480.404.8069 | F. 602.870-7601  
[awollmann@willdan.com](mailto:awollmann@willdan.com)

### Turn-around Schedule

Willdan offers the timelines defined below as our turn-around schedule for plan review:

Type of Plan	Initial Review (working days)	First Recheck (working days)	Revisions	Expedited Initial Review/Recheck/ Revisions
Residential Building Plan Review	10	5	5	5/3/3
Commercial Building Plan Review	10	5	5	5/3/3

### Project Team Licenses/Certifications and Credentials

Registrations and certifications for our proposed key team members are presented below.

<b>Autumn Wollmann, CBO</b> Deputy Director	<b>Project Role:</b> <ul style="list-style-type: none"><li>■ Project Manager</li><li>■ Primary Contract Liaison</li></ul>
<b>Professional Registration/Certifications</b> <ul style="list-style-type: none"><li>■ ICC Certified Building Official</li><li>■ ICC Building Inspector</li><li>■ ICC Combination Dwelling Inspector</li><li>■ ICC Fire Inspector 1</li><li>■ ICC Fire Plans Examiner</li><li>■ ICC Building Plans Examiner</li><li>■ ICC Plumbing Inspector</li></ul>	<b>Relevant Experience</b> <ul style="list-style-type: none"><li>■ 39 Years' Experience</li><li>■ On-Call Building &amp; Fire Plan Review, Inspection Services &amp; Building Administration Services, Town of Guadalupe</li><li>■ On-Call Building &amp; Fire Plan Review &amp; Inspection Services, Fort Mojave Indian Tribe</li><li>■ On-Call Building Plan Review Services, Mohave County</li><li>■ On-Call Building Plan Review &amp; Inspection Services, City of Goodyear</li></ul>
<b>Edward Kulik, CBO</b> Senior Plans Examiner	<b>Project Role:</b> <ul style="list-style-type: none"><li>■ Commercial and Residential Plans Examiner</li><li>■ Commercial and Residential Inspector</li></ul>
<b>Professional Registration/Certifications</b> <ul style="list-style-type: none"><li>■ ICC Building Plans Examiner</li><li>■ ICC Certified Building Official</li><li>■ ICC Building Code Official</li><li>■ ICC Property Maintenance &amp; Housing Inspector</li><li>■ Certified Disaster Response Inspector</li><li>■ ICC Certified Accessibility Inspector/Plans Examiner</li><li>■ ICC Certified Building Inspector</li><li>■ ICC Certified Plan Examiner</li><li>■ Post-Tensioning Level 1 Installer/Inspector by Post-Tensioning Institute</li><li>■ Housing Code Official PC 832 Arrest, Search, Seizure &amp; Firearms Certification</li><li>■ Manufactured Home Installations &amp; Inspections by State of Arizona Office of Manufactured Housing</li></ul>	<b>Relevant Experience</b> <ul style="list-style-type: none"><li>■ 39 Years' Experience</li><li>■ On-Call Building Plan Review &amp; Inspection Services, City of Kingman</li><li>■ On-Call Building Plan Review &amp; Inspection Services, Fort Mohave Indian Tribe</li><li>■ Remote Building Official Services, City of Tucson</li></ul>

<b>Kenton Steiner, P.E., S.E.</b> <i>Plan Check Engineer</i>	<b>Project Role:</b> Commercial Structural, Architectural and ADA Plans Examiner
<b>Professional Registration/Certifications</b> Bachelor of Science, Engineering, Northern Arizona University Civil Engineer: Arizona #23262, California #C 46242, Structural Engineer: Arizona #32871	<b>Relevant Experience</b> <ul style="list-style-type: none"> <li>▪ 24 Years' Experience</li> <li>▪ On-Call Building Plan Review City of Casa Grande</li> <li>▪ On-Call Building Plan Review City of Tucson</li> </ul>
<b>Joshua Perez</b> <i>Code Enforcement Officer</i> ICC Certified Zoning Inspector CELA, Officer Training Levels I/II	<b>Project Role:</b> <ul style="list-style-type: none"> <li>▪ 10 Years' Experience</li> <li>▪ On-Call Code Enforcement Officer</li> <li>▪ Relevant Experience</li> <li>▪ City of Avondale Code Enforcement Officer</li> <li>▪ City of Tempe Code Audit</li> </ul>
<b>Michael Long</b> <i>Plans Examiner/Inspector</i>	<b>Project Role:</b> Commercial and Residential Fire Plan Review and Inspections
<b>Professional Registration/Certifications</b> <ul style="list-style-type: none"> <li>▪ ICC Certified Fire Inspector I</li> <li>▪ ICC Certified Fire Inspector II</li> <li>▪ ICC Certified Fire Plans Examiner</li> <li>▪ ICC Certified Fire Marshall</li> </ul>	<b>Relevant Experience</b> <ul style="list-style-type: none"> <li>▪ 15 Years' Experience</li> <li>▪ On-Call Fire Plan Review La Paz County</li> <li>▪ On-Call Fire Plan Review Town of Tusayan</li> </ul>
<b>Russ Healey, P.E.</b> <i>Plan Check Engineer</i>	<b>Project Role:</b> Commercial and Residential Mechanical, Electrical, Plumbing and Fire Protection Plan Review
<b>Professional Registration/Certifications</b> <ul style="list-style-type: none"> <li>▪ Bachelor of Science and Chemical Engineering, Drexel University</li> <li>▪ Professional Engineer, NJ</li> <li>▪ Professional Mechanical Engineer, AZ No.33073</li> <li>▪ Professional Fire Protection Engineer, AZ No.2547</li> <li>▪ LEED Accredited Professional</li> </ul>	<b>Relevant Experience</b> <ul style="list-style-type: none"> <li>▪ 41 Years' Experience</li> <li>▪ On-Call Plan Review City of Goodyear</li> <li>▪ On-Call Plan Review City of Tempe</li> </ul>
<b>Imelda Anzures</b> <i>Permit Technician</i>	<b>Project Role:</b> Permit Technician <ul style="list-style-type: none"> <li>▪ Permit Technician Services Kootenai County</li> <li>▪ Permit Technician Services City of Surprise</li> </ul>

### Fee Proposal

Willdan will be paid a lump sum equal to a percentage of the Town of Gila Bend current published Valuation Data and Permit Fee tables, as adopted by the Town, for Architectural, Structural, Electrical, Plumbing, Mechanical, Accessibility, Fire Code, and Energy plans. The services shall include an initial review and one complete recheck of the project documents. Third and subsequent reviews, revision(s) to approved plans, shop drawings will be charged at the Willdan's hourly plan review rate as stated herein.

Description of Service	Percent of Town of Gila Bend Published Fees
Comprehensive Plan Review	65% of calculated plan review fee

The Town of Gila Bend may request expedited services of 5 working days in accordance with the increased fee percentages below:

Description of Service	Percent of Town of Gila Bend Published Fees
Expedited Plan Review	2 times the calculated plan review

The following fees are described as unit rates for the associated services.

Description of Service	Price	Unit
On Call and Third-Party Building and Fire Plan Review Rate	\$115.00	per hour
On Call Permit Technician Rate	\$95.00	per hour
On Call Code Enforcement Rate	\$100.00	per hour
On Call and Third-Party Building & Fire Inspection Rate	\$110.00	per hour
On Call and Third-Party Building & Fire Inspection Overtime Rate*	\$120.00	per hour
Mileage for Onsite Inspections, Onsite Code Enforcement, In-House Plan Review or Permit Technician	67 cents per mile from Willdan Phoenix Office (150 miles round trip).	\$100.50 per visit
On Call Building Official Rate	\$210.00	per hour

<sup>1</sup> Overtime rate applies for inspections past normal working hours, weekends and holidays.

The plan review estimate amount total for each project will be emailed to you for your review. A confirmation email accepting our fees would be required to start the plan review. Our invoice will be emailed for processing when the hard copy plans or electronic files have been received or uploaded to our online Willdan IDT plan review website. Plan review status can be accessed from website at any time. Reviews past the second review, deferred reviews and revisions to approved plans will be charged at Willdan's hourly rate.

Proposal and stated service fees are subject to annual review.



## STAFF REPORT

TO: Mayor Sikes and Town Council  
FROM: Patricia Riggs, Parks and Recreation Manager  
SUBJECT: Award for the Gatlin Cultural and Natural Resource Park, Public Facilities Design and Development Plan  
DATE: 5.28.24

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### Agenda Item:

Approval of an award for the Gatlin Cultural and Natural Resource Park, Public Facilities Design and Development Plan to Wilder Landscape Architects in an amount not to exceed \$40,000. The Mayor and Town Council shall discuss and possibly take action to award the Gatlin Cultural and Natural Resource Park, Public Facilities Design and Development Plan to Wilder Landscape Architects in an amount not to exceed \$40,000.

### Background:

The Town of Gila Bend has a federal grant to add amenities to the Gatlin Site. The Cultural and Natural Resource Park sits on 110 acres owned by the Town. The Town seeks a registered Landscape Architecture firm to prepare the development plan for this project. The development plan will consist of an overall site plan for compliance review along with specifications for major purchases, permit requirements, construction documents, cost estimates, and other needed lists and plans. After working with the project team and becoming familiar with the project, the selected firm will facilitate a public meeting.

This development plan is funded through a \$500K federal grant. The award is not-to-exceed \$40K which is the budgeted amount in the grant for this activity.

Wilder Landscape Architects will complete this work by August 31, 2024.

### Recommendation:

Staff would like to recommend for the Mayor and Town Council to possibly take action to award the Gatlin Cultural and Natural Resource Park, Public Facilities Design and Development Plan to Wilder Landscape Architects in an amount not to exceed \$40,000.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE TOWN OF GILA BEND  
AND  
WILDER LANDSCAPE ARCHITECTS**

THIS AGREEMENT (this “Agreement”) between the Town of Gila Bend, an Arizona municipal corporation (the “Town”) and Wilder Landscape Architects, LLC, an Arizona corporation (the “Contractor”), is hereby entered into and shall be effective on the last signature date set forth below.

**RECITALS**

A. The Town issued a Request for Proposals (the “RFP”), a copy of which is on file with the Town and incorporated herein by reference, seeking proposals from registered landscape architecture firms for the development of a plan to add amenities to the Gatlin Cultural and Natural Resource Park (“Gatlin Site”) through a federal grant.

B. The Contractor responded to the RFP by submitting a proposal (the “Proposal”), attached hereto as Exhibit A and incorporated herein by reference. The Town desires to enter into this Agreement with the Contractor for the services identified in Exhibit B and incorporated herein by reference (“Services”).

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Contractor agree as follows:

1. **Scope of Services:** The Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Town, the Services set forth in in the scope of work, attached hereto as Exhibit B and incorporated herein by reference.

2. **Compensation and Invoicing:** The Town’s payments to the Contractor (if any) shall not exceed an aggregate amount of \$40,000.00, which is the budgeted amount under the federal grant for the Services. The Contractor shall track and record the time spent rendering Services and shall submit monthly progress reports and monthly invoices for all work completed each month, in the form required by Town, if any. All invoices and any work pertaining thereto are subject to final inspection and acceptance by the Town.

3. **Term of Agreement:** This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until December 31, 2024 (“Initial Term”), unless terminated as otherwise provided in this Agreement. Thirty days prior to the expiration of this Agreement, the parties may mutually agree, in writing, to extend this Agreement for a period of six months after the Initial Term expires (“Renewal Term”). During

any Renewal Term, the terms and conditions of this Agreement shall remain in full force and effect.

4. Time is of the Essence. Time is of the essence under this Agreement, and Contractor hereby agrees to complete all Services to the satisfaction of the Town by no later August 31, 2024.

5. Responsibility of Contractor:

- a. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, meetings, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise errors or deficiencies in its designs, drawings, specifications, and other services when directed by Town.
- b. Neither Town's review, approval or acceptance of, or payment for, services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Town in accordance with applicable law for all damages to Town caused by Contractor's negligent performance of any of the services furnished under this Agreement.
- c. Contractor shall appoint an individual acceptable to Town to serve as Contractor's Project Manager and primary contact for the day-to-day activities of Contractor under this Agreement. During the term of this Agreement, Contractor shall be available for consultation at such times and at such location as Town from time to time may direct.
- d. Contractor shall not make changes to key personnel designated in its proposal for the Project without Town's prior approval which shall not be unreasonably withheld. Approval by Town of any personnel or subcontractor shall not relieve Contractor of its liability or responsibility for the proper performance of the Services under this Agreement.
- e. Contractor agrees to conduct its services hereunder in accordance with all applicable Federal and State laws, regulations, and local ordinances. Contractor shall indemnify and hold Town harmless from any and all fines, penalties, costs, or liability arising from Contractor's failure to comply with all applicable laws.
- f. Contractor represents and warrants to Town that it is licensed and authorized, and holds required permits (if applicable), to perform the services required by Exhibit B in any jurisdiction covered by this Agreement.

- g. Contractor represents and warrants to Town that it is and will remain free from conflicts of interest and has not employed or retained any company or person, other than a bona fide employee, to solicit or secure work under this Agreement.
- h. Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 13 of this Agreement.
- i. Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.
- j. Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

6. Review and Inspection: Representatives from Town are authorized to review and inspect project activities, plans and facilities during Contractor's normal business hours.

7. Standard of Care: Contractor represents that the Services performed by Contractor under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by or under the direction of members of Contractor's profession currently practicing in the same locality as the Project under similar conditions.

8. Ownership of Instruments of Service: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Contractor as instruments of service shall become and remain the property of Town upon final payment to Contractor. Contractor shall not be responsible for the unauthorized reuse or modification of its work product.

9. Changes In the Work: At any time after execution of this Agreement, Contractor may identify, or Town may request or direct, changes in Contractor's Services consisting of additions, deletions, and revisions within the general scope of services being performed by Contractor under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, the Contractor shall promptly notify and submit to Town, within a reasonable time, an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. If an adjustment to Contractor's time or cost is justified, Town will issue an addendum to this Agreement. Contractor shall not undertake any additional work outside of its Scope of Services without prior written approval and authorization by the Town.

10. Independent Contractor: Contractor shall at all times be an independent contractor under this Agreement with respect to performing services for Town and is responsible for the means and methods used in performing the Services. The employees furnished by Contractor to perform the Services shall be and are Contractor's employees exclusively and shall be paid by

Contractor for all services in connection with this Agreement. Contractor shall be responsible for all payments, obligations and reports covering Social Security, Unemployment Insurance, Workmen's Compensation, Income Tax and other reports and deductions required by any applicable State, local or Federal law.

11. Confidentiality:

- a. In the performance of the Services, Contractor may acquire confidential information from Town. Contractor shall not disclose to anyone not employed by Town, nor use, except on behalf of Town, any such confidential information acquired in the performance of the Services except as authorized by Town in writing and, regardless of the term of this Agreement, Contractor shall be bound by this obligation until such time as said confidential information shall lawfully become part of the public domain. Information regarding all aspects of Town business and information concerning the Services (either directly or indirectly acquired by Contractor, its agents or employees or developed by Contractor, its agents or employees in the performance of the Services) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public by Town without restriction. Notwithstanding the foregoing, Contractor may disclose confidential information if required by law or court order.
- b. Contractor agrees that all tangible, as well as intangible forms of Town confidential and proprietary information which Contractor acquires pursuant to this Agreement shall be safeguarded with the same degree of control and care as a reasonably prudent and similarly situated Contractor would exercise with respect to his or her own similar property and shall be returned to Town upon request.

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

shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

13. Insurance:

- a. Contractor shall take out and maintain at its sole cost and expense the insurance coverage for this Agreement as set forth herein. All such insurance policies shall be provided by insurance companies having an A.M. Best's ratings of A- VII or greater.
  - i. Workers' Compensation Insurance in accordance with the statutory requirements of the states in which the Services are performed.
  - ii. Commercial General Liability Insurance in a broad form and in an amount not less than One Million Dollars (\$1,000,000) aggregate and per occurrence. This policy will provide coverage for personal and bodily injury, including death, property damage, and contractual liability.
  - iii. Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and in aggregate covering Contractor's liability for death, bodily injury and property damage resulting from Contractor's activities for the use of owned, hired and non-owned vehicles.
  - iv. Professional Liability Insurance including errors and omissions in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- b. Evidence of all such required coverage shall be provided on an insurance certificate prior to beginning work on the Project. Renewal certificates will be provided to the Town prior to expiration of the current policies.
- c. Town may immediately, and without notice, have all compensation withheld or suspended, suspend Contractor from providing further Services, or terminate Contractor from this Agreement for any lapse in coverage or material change in coverage which causes Contractor to be in noncompliance with the requirements of this section.
- d. Contractor shall require its subcontractors to indemnify Town on the terms required by this Agreement and shall include Town, and its respective officers, directors, agents and employees as additional insureds on the General Liability and Automobile Liability insurance certificates. Contractor's coverage shall be deemed primary insurance to any similar insurance maintained by Town.
- e. Contractor shall include a Waiver of Subrogation in favor of Town on the Worker's Compensation, General Liability, and Automobile Liability insurance certificates.

- f. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- g. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.
- h. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three- year period.

14. Records Retention and Maintenance: Contractor shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Agreement and other related project(s) for a period of five (5) years following the completion of the project.

15. Termination:

- a. Town may, by written notice allowing the Contractor 30 days to rectify any issues to Contractor, terminate for convenience this contract in whole or in part at any time, for any reason whatsoever. Upon receipt of such notice, Contractor shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to Town all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing this contract, whether completed or in process.
- b. Town shall pay Contractor for all work satisfactorily performed prior to the effective date of termination.
- c. Town may suspend Contractor's Services for such period of time as Town deems necessary.

d. The rights and remedies of Town provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Non-Solicitation: During the term of this Agreement and for two years following the termination or expiration of the Services performed under this Agreement, either Party shall not, without prior written consent directly solicit or employ, whether as an employee or independent Contractor, any employee of the other Party.

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

TOWN: Gila Bend  
Town Manager  
Town of Gila Bend  
PO Box A  
Gila Bend, Arizona 85337

CONTRACTOR: Wilder Landscape Architects  
Benjamin Wilder  
Wilder Landscape Architects  
2738 E. Adams Street  
Tucson, Arizona 85716

18. Successors And Assigns: Contractor shall not subcontract any part of the Services without prior written consent of Town. Neither Contractor nor Town shall assign any interest or right in this Agreement, including assignments resulting from a merger or acquisition, without both Parties' prior written consent which shall not be unreasonably withheld.

19. Affirmative Action: Contractor shall also comply with all federal, state, and local laws, rules, ordinances and decisions, and executive orders dealing with affirmative action and nondiscrimination in employment and with subcontracting to disadvantaged, and to minority owned, and to woman owned businesses. In addition, the Contractor shall comply with all policies, plans and procedures Town may have with respect to these matters. All required federal clauses are incorporated herein by reference as if fully set forth.

20. Severability and Survival:

- a. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- b. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

21. Governing Law: This Agreement, and any claim or dispute between the parties to this Agreement, shall be governed by the laws of the State of Arizona, and any litigation arising from this Agreement may be brought only in courts in Maricopa County, Arizona.

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

23. E-Verify Requirements: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

24. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

25. China: Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

26. Entire Agreement: This Agreement together with the Attachments or Exhibits identified herein constitutes the entire Agreement between Town and Contractor and supersedes all prior written or oral understandings or agreements. This Agreement and said Attachments may only be amended, supplemented, modified, or cancelled by a duly executed written change order document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last set forth below.

[Signatures on Following Page]

**“Town”**

TOWN OF GILA BEND,  
an Arizona municipal corporation

Date:

Tommy L. Sikes, Mayor

ATTEST:

APPROVED AS TO FORM

---

Beth Sanchez, Town Clerk

---

Allen Quist, Town Attorney

**“Contractor”**

Wilder Landscape Architects, LLC,  
an Arizona corporation,

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**The RFP Proposal**

# **Statement of Qualifications**

## **Gatlin Cultural and Natural Resource Park, Design and Development Plan**

May 13, 2024



**PASSIONATE | LOCAL | EXPERIENCED | COST-CONSCIOUS**  
Resilient design that benefits both community and nature



2738 E. ADAMS ST. (520) 320-3936  
TUCSON, AZ 85716 WILDERLA.COM

May 13, 2024

Town of Gila Bend  
Attn. Beth Sanchez, Town Clerk  
P.O. Box A  
Gila Bend, Az. 85337  
Email: bsanchez@gilabendaz.org

Dear Reviewers,

I appreciate the opportunity to present our qualifications for the Gatlin Cultural and Natural Resource Park Design and Development Plan. Our firm has the experience and passion to create a community-embraced and thoughtfully designed project that will serve the Town for years to come.

Wilder Landscape Architects (Wilder) is led by Jennifer Patton, a registered landscape architect, and Ben Wilder, an experienced designer. We are working on several projects similar to this (Naco Heritage Site, Naco, AZ; the Commissary at Fort Lowell Park, Tucson, AZ; and the Bisbee Backyard Project, Bisbee, AZ) and recognize the need for public transparency, cultural sensitivity, activation of the site throughout the year, attention to site security and maintenance, and planning for long-term upkeep.

Two items for this project that are not specifically addressed within our proposal are:

1. Community Engagement: we would rely on the Town of Gila Bend and Archaeology Southwest to help engage community members and alert them to the public meeting. Ideally, the meeting would coincide with a festival or event that would already be drawing locals. This may not be possible with the short timeframe for this project. Translation of outreach materials and translation services at the meeting would also be essential. We would look to Archaeology Southwest for outreach to the San Lucy tribe and any other indigenous groups that should be included.
2. Construction Observation: this could be provided outside of this scope if desired by the Town. We do have flexibility in the Draft Budget that was prepared if the Town desires to allocate hours toward this.

Our team is excited about the opportunity to collaborate with the Town of Gila Bend and Archaeology Southwest on this project, and we look forward to hearing from you.

Best regards,

A handwritten signature in black ink that reads "Jennifer Patton".

Jennifer Patton  
Principal, Wilder Landscape Architects

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## 1. STATEMENT OF INTEREST

**Project Understanding:** Recently received grant funding is allowing the Town of Gila Bend to improve the existing Gatlin Cultural and Natural Resource Park. Work at the Gatlin site has occurred over a number of years - the site received designation as a National Historic Landmark in 1964; in the 1990s thru 2009 various project partners and volunteers stabilized site elements, developed an interpretive trail system, constructed replica pit houses, installed irrigation and planting along with a visitor 'welcome' trailer and parking lot. But the project lost momentum, and today the site is fenced with no visitor access.

This project seeks to build on the work that has been done and create a destination for both local community members and tourists. Thoughtfully designed amenities will include a shade structure with picnic tables, restroom, accessible trails with interpretive signage, and the addition of plants native to the site. Our goal is that this site will be a gateway, or introduction, for many to the Great Bend of the Gila region, and will inspire further travel and exploration.

**Wilder Interest:** Wilder Landscape Architects (Wilder) provided a Site Condition Assessment for the Gatlin site in 2023. As part of this work we walked the site, learning about its history from archaeologists Bill Doelle and Aaron Wright who have been working in this area for decades. Wilder documented site soils and plant communities, previously constructed site elements (driveway and parking area, interpretive trail and signage, ramadas and irrigation), erosion, views, and noise (these last two are challenges to be addressed with site development). The history, both of site occupation and of preservation efforts are fascinating. There are so many stories to be told, and we are excited for the potential of this project.

**What we will bring to the project:**

- Knowledge of the site: our team has a good understanding of the site's history and the current site conditions, allowing us to quickly move into design development.
- Client focus: We will work with the Town of Gila Bend to understand maintenance capabilities and concerns in regard to site security. Our design will minimize on-going maintenance and be compatible with the Town's staff capabilities.
- Understanding of the soil and plant communities of the area. We won't try to impose species that will not thrive. Plant selection will focus on species that can survive long-term with rainfall supplemented with water harvesting.
- Extensive experience with erosion control measures, drainage patterns, and strategies for stabilizing soils. This will come into play with trail placement and materials.
- Spirit of collaboration: we understand that an enormous amount of work has already gone into this site, and that there are numerous people who have contributed their efforts. We hope to build upon these efforts through the design process.



This existing ironwood tree (*Olneya tesota*) illustrates that shade trees can thrive on the site given the right conditions (this tree takes advantage of a small drainage). Plant selection, placement, and patience are key to establishing additional shade on the site.

## 2. EXPERIENCE ON COMPARABLE PROJECTS

Wilder is working on several similar projects that illustrate our capabilities and experience.

### **Project Example 1: Camp Naco**

For the Naco Heritage Alliance, in design

Similar to the Gatlin site, Camp Naco in Naco Arizona has long-standing supporters who have worked for decades to bring the project to fruition. Identified as one of the National Trust for Historic Preservation's 11 Most Endangered Historic Places in 2022, and receiving \$8.1 million in grant funding in 2023, the Camp is at long last being rehabilitated. Camp Naco has layers of history and multiple stories, and NHA is taking a multi-pronged approach to weave together the legacy of the Buffalo Soldiers, the Chiricahua Apache, the tumultuous tale of the Borderlands, and serve as a community resource.

Wilder (as the landscape architectural subconsultant to PMM) is working with the Naco Heritage Alliance (NHA) to develop an overall site masterplan for the 17-acre site, and construction documents for landscape implementation. Public outreach has been significant, and Wilder has led the site development portions of two stakeholder meetings and one public open house. Specific site issues that the landscape plans address include:

- Providing safe and accessible access to the buildings and grounds.
- Developing strategies to move water away from buildings where it is detrimental, and into the landscape where it can nourish plantings.
- Creating a plant palette that embraces the grassland plant community of the site, but builds in fire breaks around buildings.
- Outlining an active water harvesting system that could serve for site irrigation as well as a water source for fire fighting.



Ben Wilder, far left, discusses site master plan elements with attendees at a public open house at Camp Naco.

### Relevance to this contract

From a dedicated group of volunteers working for decades to preserve the site, to a rich and intertwined history of occupation and use, the Camp Naco and Gatlin Park projects are very similar. They also share the need to be developed in a way that they become a much-loved community resource that will ensure long-term stability. While the Camp Naco project is well-funded, the grant money will be largely used to rehabilitate the buildings themselves. The project team includes cost estimators, and this has been useful to understand rural project costs, and prioritization of funds.

Another key element of the project is sensitivity to multiple interested parties, and inclusion of diverse groups and individuals who all identify in some way with the site. An open-minded and inclusive approach to public outreach will be incorporated in the Gatlin project.

**Project Reference:** Corky Poster, Poster Mirto McDonald, 520-882-6310, [cposter@pmm.design](mailto:cposter@pmm.design)

**Project Example 2: Tubac Park, Tubac, Arizona**

For Santa Cruz County Public Works, in design

Tubac Park, planned for a currently empty lot at the entry to Tubac Village, is the first in a series of open spaces envisioned by Santa Cruz County. The 1/3 acre Park serves as a large group space that can be programmed by the County or reserved for special private events. On a daily basis, the park will offer benches and tables for individuals and small groups, bike racks and a drinking fountain, horseshoe and corn hole courts, and informational signage. As a programmed space or during festival time (Tubac festivals can draw 20,000 visitors and up), the Park is designed to accommodate group activities and booths. The pavilion, with surface mounted tables that may be moved for flexibility, provides an adaptable space for a variety of functions, from festival activities to wedding venue and reception space.

Wilder, working as a sub-consultant to Solis Engineering, is providing landscape plans inclusive of shade structure, game courts, seating areas, planting, and lighting. Passive water harvesting is used throughout the park. Wilder developed interpretive signage: one sign highlights the



A schematic rendering of the park illustrating proposed walls (screening from Interstate frontage road) new ramada to serve as group gathering area, play courts, and parking.

site's rainwater harvesting basins collecting stormwater from the parking lot and explains how ecologically designed raingardens benefit our desert ecosystem; the second sign illustrates the significance of the Santa Cruz River to the founding and history of Tubac, and guides visitors to the nearby De Anza trailhead which begins at the Tubac Presidio.

### Relevance to this contract

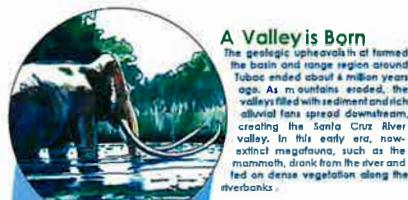
Wilder makes a point to understand local ecology and to express the site's natural character in design. Wilder conducted an inventory of the site and adjacent undisturbed areas to understand the soil conditions, off-site influences (water run-on, circulation across the site) and the local plant palette. We noted invasive species that need to be eradicated prior to site disturbance (which would further spread these plants' reach). The proposed plant palette contains obtainable species that are local to the site. Seed mix is used in more 'wild' areas to provide a greater diversity of plants. We worked with the team to make sure included park elements are durable and maintainable over time by County staff. Wilder programmed a variety of activities, including daytime and nighttime uses, to ensure that the space is activated throughout the day and the seasons. We have found this is critical to a space's success and endurance.

**Project Reference:** Frank Dillon, Santa Cruz County Community Development Department, 520-375-7675, FDillon@santacruzcountyaz.gov

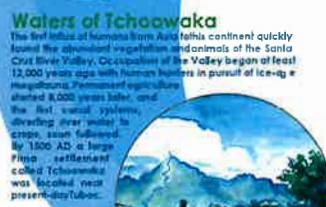
## History that follows the flow

Tubac and the Santa Cruz River

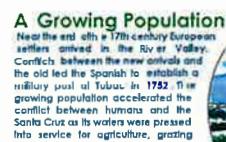
**The history of Tubac is inextricably linked to the Santa Cruz River.** The lifeblood of human and natural communities, the River has supported life along its banks for millions of years. Historically, the river hosted year-round surface flows that extended from its source at the southern base of the Canelo Hills all the way to Tubac, a journey that crosses the international border into Mexico, re-enters the United States near Nogales, and flows north past Tubac to its confluence with the Gila River, a trip of 225 miles.



**A Valley is Born**  
The geological transformation of arid land into a lush region around Tubac ended about 4 million years ago. As mountains eroded, the valleys filled with sediment and rich alluvial fans spread downstream, creating the Santa Cruz River valley. In this early era, now-extinct megafauna, such as the mammoth, drank from the river and fed on dense vegetation along the riverbanks.



**Waters of Tchoawaka**  
The first influx of humans from Asia to this continent quickly spread the arid vegetation and animals of the Santa Cruz River Valley. Over thousands of years the Valley began to feel 12,000 years ago with human hunters in pursuit of Ice Age megafauna. Permanent agriculture started 8,000 years later, and the first social systems, dividing river water to crops, soon followed. First permanent settlement called Tchoawaka was located near present-day Tubac.



**A Growing Population**  
Near the end of the 17th century European settlers arrived in the River Valley. Conflict between the new arrivals and the old led the Spanish to establish a military post at Tubac. The growing population accelerated the contact between humans and the Santa Cruz as its waters were pressed into service for agriculture, grazing and mining.



Interpretive signage developed by Wilder for the Park explores the history of the site and link to the life-giving Santa Cruz River.

**Project Example 3: Teatro Carmen**

For the City of Tucson

The Teatro Carmen is located within Barrio Viejo, a racially and culturally diverse neighborhood which received the National Historic Landmark designation in 2023. Wilder (working with Poster Mirto McDonald) is helping to revitalize the 106-year-old historic theatre. Wilder developed schematic design plans and renderings for the outdoor patio space which helped to procure funding. Wilder is now working on construction documents for the patio, which will incorporate dining and live events, keys to activating this dormant historic site.



Before photo of Teatro Carmen and its outdoor space.



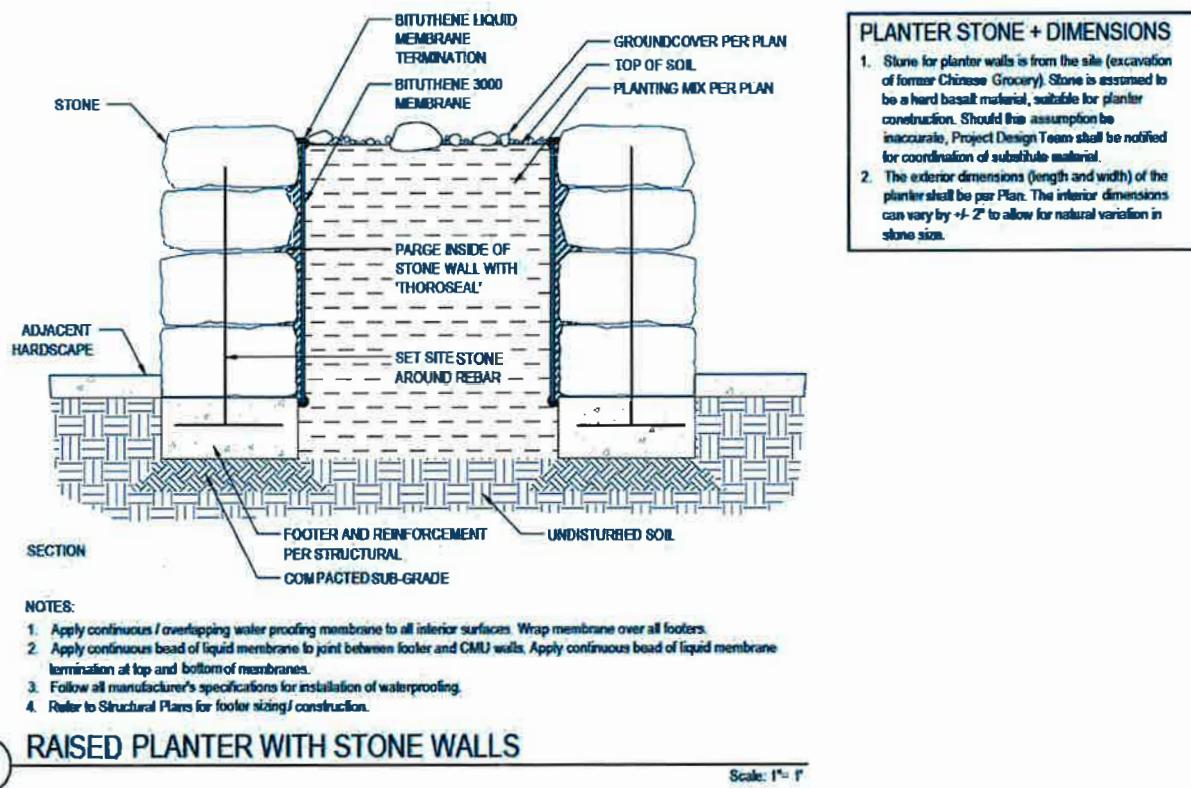
A schematic rendering developed by Wilder depicting the re-imagined outdoor dining / entertainment space.

Native plantings will be woven throughout the plaza, benefiting from site runoff that meanders through the planting areas. Shade for the plaza will be provided by native ironwood trees. Unlike traditional irrigation systems which lead to overwatering of native plantings, this irrigation design allows the manager to automatically adjust scheduling frequency eliminating unnecessary cycles during the cooler season.

### Relevance to this contract

This is a highly visible project and the design highlights native plants and 'smart' irrigation. Hardscape elements include raised planters that help divide the space; the planters are made from site-salvaged lava rock that was once used for a prior building. Stabilized decomposed granite is used for the lower flex space.

**Project Reference:** Corky Poster, Poster Mirto McDonald, 520-882-6310, cposter@pmm.design



Custom detail designed by Wilder for planter constructed from historic site-salvaged stone.

### 3. GENERAL STATEMENT OF QUALIFICATIONS

Wilder was founded in 2016 in order to focus on projects that benefit both people and nature. We use our technical expertise, aesthetic sensitivity, and environmental knowledge to create resilient landscapes that are firmly rooted in their locale. We think about how the landscape will interact with the people who experience it and move through it, the adjacent buildings and hardscape, the neighborhood, and the greater community. We design with the larger context in mind and consider off-site influences and connections to and from the site. We start by doing no harm and strive to improve and build the biotic community that our landscape inhabits.

All of our projects apply the most current research (covering topics such as water harvesting and low impact development, soil composition and volume, ground preparation for seeding, and salvage and transplanting techniques), providing our landscapes with the best foundation for success. We engage the landscape contractor, ensuring that the built product is consistent with our design. We make a point to revisit past projects to learn how they mature. And at the initial stages of design, we gain an understanding of how our clients will maintain their landscape. Plant and hardscape selection reflect our clients' resources. Our approach ensures that the constructed landscape will not only look good at installation but thrive and maintain the design intent as it matures.

Our office is deliberately small and allows us to provide experienced and cost-effective design services. We are currently a firm of two (Jennifer Patton and Ben Wilder). We have a network of like-minded colleagues that we team with as needed for larger projects and specialized expertise such as visualizations and public art.

#### Project Staffing

##### **Jennifer Patton**

Registered landscape architect (AZ #50915). Jennifer has practiced in Arizona since 2006.

As the day-to-day contact and project manager, Jennifer will guide the team's design development process and ensure clear and regular communication between the Town and design team. Jennifer is an experienced team leader with eighteen years of professional experience in Arizona and a comprehensive understanding of state policies and guidelines. She has managed diverse project teams consisting of state and local agencies as well as special interest groups. Her technical experience includes public engagement, preparation of construction documents, erosion control plans, water harvesting plans, and construction administration.

Jennifer will work closely with the client and project team throughout the development plan process to provide creative, cost sensitive solutions that are designed for project longevity.



Jennifer outlines stakeholder input received at a public meeting for Camp Naco.

**Ben Wilder**

Landscape Designer and Certified Irrigation Designer

Length of Time with Firm: 8 years

Ben will lead the design effort on this project. His experience with construction document development and construction sequencing will ensure an efficient and cost-sensitive approach. He conducted the mapping for the Gatlin Condition Assessment Report (2023), and will be instrumental in implementing the 'lessons learned' from the current site conditions.

Ben is Wilder's technical lead for irrigation projects. He brings a wealth of knowledge on plant material, drylands irrigation techniques, and water harvesting that all help to supplement (or in some cases replace) traditional irrigation systems. This will be key to successful plant establishment on the Gatlin site.

**Firm Insurance**

Wilder carries the following insurance coverage:

- Commercial General Liability: \$2,000,000
- Automobile Liability: \$2,000,000
- Workers Compensation And Employers' Liability: \$1,000,000
- Professional Liability: \$2,000,000



Ben spraying stinknet (*Oncosiphon piluliferum*) along a roadway through the Pascua Yaqui Reservation in Tucson as part of a volunteer eradication effort.

**4. DRAFT BUDGET**

Wilder Landscape Architects (Wilder)					
Gatlin Cultural and Natural Resource Park, Design and Development Plan - DRAFT BUDGET					
May 2024					
Task	Task Description	Principal	Project Manager	Wilder Hours per Task	Wilder Fee per Task
1	<b>Project Review and Vision Development</b>	12	8	20	\$2,526.00
1.1	Kick off meeting (on-line) with Gila Bend staff and Archaeology Southwest to review project deliverables and schedule as well as project goals and concerns / issues to be addressed. Meeting summary notes will be distributed. This item includes Wilder review of project materials and meeting preparation.	6	6		
1.3	Development of a vision for the site that will guide project development. Discuss (on-line) with the Gila Bend team, and solidify the vision via a collaborative on-line process. Specific objectives will be outlined addressing basic functionality such as site programming, safety, and maintenance.	6	2		
2	<b>Conceptual Plan Development</b>	28	70	98	\$11,438.00
2.1	Development of an overall conceptual site plan showing proposed elements and existing elements to remain. The plan will differentiate between the current project on the southern portion of the site and future phase development (north of the wash).	6	48		
2.2	Site Visit to gather any needed site information that would impact placement of amenities. Time has been allocated to meet with Town of Gila Bend team in person as needed during this visit.	10	10		
2.3	Development of draft project budget for the Conceptual Plan (current phase) to ensure design expectations are aligned with available funding. This includes vendor outreach for current pricing.	2	8		
2.4	Meeting (on-line) with Gila Bend staff and Archaeology Southwest to review Conceptual Plan and budget. Comments will be incorporated, and Plan updated for use at the Public Meeting.	4	4		
2.5	Internal QA/QC performed on all plans / documents for submittal.	6			
3	<b>Public Meeting</b>	22	24	46	\$5,639.00
3.1	Wilder will lead one public meeting to review the Conceptual Plan. The Town of Gila Bend shall be responsible for announcing and promoting the meeting and securing a meeting location. The Town shall also be responsible for facilitating an on-line meeting option if that is desired. Two Wilder staff shall attend the meeting. Hours include drivetime from Tucson.	8	8		
3.2	Development of public meeting presentation content including reference images for proposed site components (shade structure, restroom, planting, etc.).	6	12		
3.2	Provision of meeting notes. Notes will include ideas / comments that are applicable to future phases.	2	4		
3.3	Internal QA/QC performed on all plans / documents for presentation.	6			

Draft Budget continues on following page

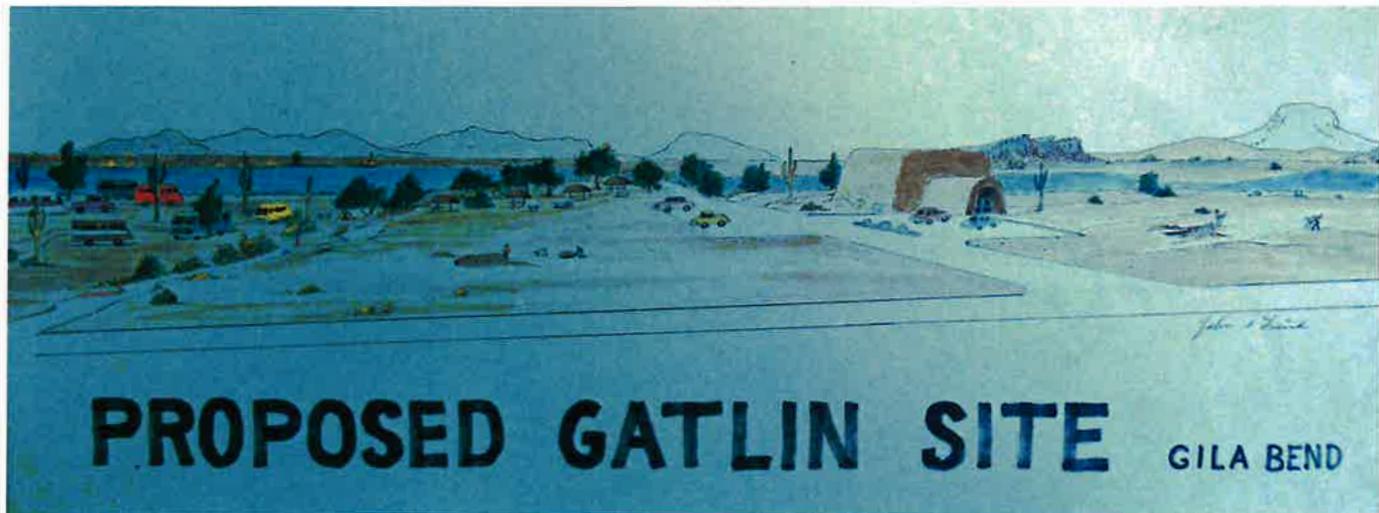
Draft Budget continued from previous page

Task	Task Description	Principal	Project Manager	Wilder Hours per Task	Wilder Fee per Task
4	<b>Development Plan for Bidding by Contractor</b>	46	78	124	\$14,795.00
4.1	Gila Bend permitting requirements research.	4	4		
4.2	Development Plan construction documents shall be prepared based on the Conceptual Plan. These Plans will address the southern section of the site - they will not include the wash or area north of the wash. Plans shall address removal of existing trailer and adjacent debris, improvements to the existing driveway and parking lot (including addressing erosion at edge of driveway), addition of shade structure and picnic tables, addition of low water consumption toilet, short trail segments (potential loop path), and planting plan with watering requirements. Locations of proposed interpretive signs will be shown. Signs shall be developed by Archaeology Southwest. Plans shall be in compliance with Gila Bend Planning and Zoning Requirements. The plans shall call out the need for any building permits / other permit requirements. This item includes resubmittal of plans in response to comments if required.	24	48		
4.3	Preparation of Project Specifications and Bid Tab.	8	22		
4.4	Updated estimate of cost based on Development Plan.	2	4		
4.5	Internal QA/QC performed on all plans / documents for submittal.	8			
5	<b>Bld Phase Services</b>	6	6	12	\$1,479.00
5.1	Attendance (or-line) of pre-bld meeting; Respond to contractor questions on the Plans / Specifications; prepare addenda as required.	6	6		
<b>TOTAL HOURS</b>		<b>114</b>	<b>186</b>	<b>288</b>	
<b>BILLING RATES</b>		\$ 138.50	\$ 108.00		
REIMBURSABLE EXPENSES (includes two trips to Gila Bend - one for site reconnaissance and one for public meeting; printing of two boards for public meeting). Mileage is billed at 0.67/mile, 250 mile round trip.				\$ 875.00	
<b>Total Wilder Fee</b>		<b>\$ 15,789.00</b>	<b>\$ 20,088.00</b>	<b>\$ 36,752.00</b>	

## 5. SCHEDULE

We understand that the developmental must be completed by August 31, 2024. Provided that there is no delay in the award of contract (anticipated by June 3, 2024), Wilder commits to meet the project completion date. Delay in contract award shall delay the completion date accordingly.





The Gatlin Site is an incredible resource with many stories to tell.  
Wilder hopes to be a part of this next Chapter.

## **EXHIBIT B**

### **Scope of Services**

The Project Team Concept the Town of Gila Bend seeks a registered Landscape Architecture firm to prepare the design and development plan for this project. The plan will be developed in collaboration with Gila Bend staff, with public input, and with assistance from Archaeology Southwest. The plan will serve for project review for permitting and code compliance and will guide selection of contractors and purchases to implement this next phase toward the Town's long-term goal of making the Gatlin site a public amenity.

#### **Proposal Focus: Landscape and Project Design Plan**

Wilder Landscape Architects will prepare visuals of project elements and options to share at a public meeting facilitated by the Landscape Architect. Public input will be incorporated into the final project plan to the extent feasible under the current budget. In addition, meeting notes will record elements and ideas that could be incorporated into future development phases. The completed development plan will meet submission standards for the Gila Bend Planning and Zoning Department. The need for building permits or any other permit requirements will be specified in the development plan. The existing driveway and parking area should be considered existing infrastructure. Thus, it will be a key factor determining the location of facilities like a large shade structure at the approximate location of the trailer. Trailer will be removed. Minor enhancements, maintenance, and repair of the driveway and parking lot should be addressed. The locations of existing vegetation and current drainage patterns will be additional factors that guide the placement of the small shade structures and the restroom. As the driveway, pathways, and new facilities are finalized, plans for additional desert vegetation to enhance privacy, and add shade as well as contribute to the appreciation of the desert setting will be prepared. The plan will list native plant species and show where they will be planted. Recommended sizes of the plants to be procured and explicit planting guidelines will be provided along with an initial watering protocol to ensure effective establishment of the new plantings. The planting guidelines will be used to solicit bids for a contractor to implement the vegetation enhancement plan.

Work must be completed by August 31, 2024.



## STAFF REPORT

TO: Mayor Sikes and Town Council  
FROM: Corey Drury, Airport Manager  
SUBJECT: Airport FAA Entitlement Transfer  
DATE: 5.28.24

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### Agenda Item:

Approval of a Municipal Airport Entitlement Funds Transfer. The Mayor and Town Council may discuss and possibly take action to approve the transfer of \$150,000 in FAA Entitlement Funds to Scottsdale Airport.

### Background:

The FAA is requesting a transfer of these funds to Scottsdale Airport to ensure these funds remain active for the region.

### Recommendation:

Staff would like to recommend for the Mayor and Town Council to approve the transfer of \$150,000 in FAA Entitlement Funds to Scottsdale Airport.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

## Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: Town of Gila Bend

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

- the: Name of Transferring Airport (and LOCID): Gila Bend Municipal Airport ( E63 )  
for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2021	\$ 150,000.00
<b>Total</b>		<b>\$ 150,000.00</b>

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Scottsdale Airport ( SDL )

Name of Receiving Airport's Sponsor: City of Scottsdale

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2024 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

**For the United States of America, Federal Aviation Administration:**

**MICHAEL N WILLIAMS** Digitally signed by MICHAEL N WILLIAMS  
Signature: \_\_\_\_\_ Date: 2024.03.19 10:02:10 -07'00'

Name: Mike N Williams

Title: Manager, Phoenix Airports District Office

Date: 03/19/2024

### **Certification of Transferring Sponsor**

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_,

Name of Sponsor: Town of Gila Bend

**Name of Sponsor's Authorized Official:**

**Title of Sponsor's Authorized Official:**

**Signature of Sponsor's Authorized Official:** \_\_\_\_\_

### **Certificate of Transferring Sponsor's Attorney**

I, [REDACTED], acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of [REDACTED]. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at \_\_\_\_\_ (City, State), \_\_\_\_\_

this day of

**Signature of Sponsor's Attorney:** \_\_\_\_\_



## Community & Economic Development Department

TO: Board of Adjustment  
FROM: Sandra Hoffman, Senior Planner  
SUBJECT: Church Hill Apartments VAR 24-002  
DATE: May 28, 2024

### Agenda Item:

#### **Request**

The applicant/owner is requesting approval of setback variances for a duplex dwelling and four covered carports that have already been built at property located at 220 W. Stout Street in the R-1 Single Family Residential Zoning District. Approval of the variances would allow for zoning approval of the existing structures.

#### **Property Details**

The parcel number is 403-01-025M and the size of the property is 9,643 sq. ft. The property is part of a subdivision called North Gila Bend State Plat No. 10 and was approved by the Arizona State Land Department on May 10, 1948. The site is accessible from a paved public right of way off W. Stout Street to two other paved public rights of way, N. Scott Avenue to the west and N. Logan Avenue to the east. There also appears to be an accessible 20' wide dirt alleyway north of the subject property that was platted with the original subdivision.



#### **Applicant & Owner**

The applicant is Leo Aguirre, and the parcel is owned by Leo and Theresa Aguirre.



**Background:**

**History**

4/21/20: Town Council approved Ord 20-03 allowing duplexes in the R-1 and R-3 Zoning Districts with an approval Conditional Use Permit (CUP).

1/15/24: The property was reviewed for zoning compliance upon referral of the building inspector on a pending permit for parking canopies. It was discovered at this time that the intended primary use of the existing structure was for a duplex. The property's zoning district allows for a duplex only with approval of a CUP. Additionally discovered was that several structures do not meet development standards of the zoning district and require a variance.

4/3/24: The applicant applied for a conditional use permit under CUP-24-001 and was scheduled for the 4/18/24 Planning and Zoning Commission. The applicant also applied for variances under VAR-24-002 and was scheduled for the 5/28/24 Board of Adjustment.

4/18/24: The Planning and Zoning Commission approved CUP 24-001.

**Public Comment**

None known

**Analysis:**

The purpose of these variances will allow for zoning approval of an existing building with integrated laundry and covered patio structures as well as four existing detached covered carports that are not in conformance with the 2007 Gila Bend Zoning Ordinance as shown below:

- 1. Front Covered Patio integral to the primary use/structure, requires a variance for a 10' front setback where 20' is required (Art. IV, Sec. 16-4-04E1).**
- 2. Rear Covered Patio integral to the primary use/structure, requires a variance for 18' rear setback where 20' is required (Art. IV, Sec. 16-4-04E1).**
- 3. East Laundry integral to the primary use/structure, requires a variance for 9'4" side setback where 10' is required (Art. IV, Sec. 16-4-04E1).**
- 4. Front East Carport, an accessory structure, requires a variance for 2' front setback where 20' is required Art. IV, Sec. 16-4-04E1).**
- 5. Front West Carport, an accessory structure, requires a variance for 2' front setback where 20' is required (Art. IV, Sec. 16-4-04E1).**
- 6. Rear East Carport, an accessory structure, requires a variance for 1'3" side setback where 3' is required (Art. IV, Sec. 16-4-04E1).**



## Community & Economic Development Department

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7. **Rear West Carport, an accessory structure, requires a variance for 1'3" side setback where 3' is required (Art. IV, Sec. 16-4-04E1).**

Art. III, Section 16-3-03A states that "The Board of Adjustment may grant a Variance from the strict terms of this Ordinance where such Variance will not be contrary to the public interest, and where, owing to conditions peculiar to the property because of its size, shape or topography, and not as a result of the action of the applicant, the strict enforcement of this Ordinance would deprive the owner of the reasonable use of the Land and/or Building involved."

If after a public hearing of the requests, the Board of Adjustment motions for approval, then the following condition should be applied.

- a. Building permits are required for all existing structures prior to occupancy of the duplex dwelling.

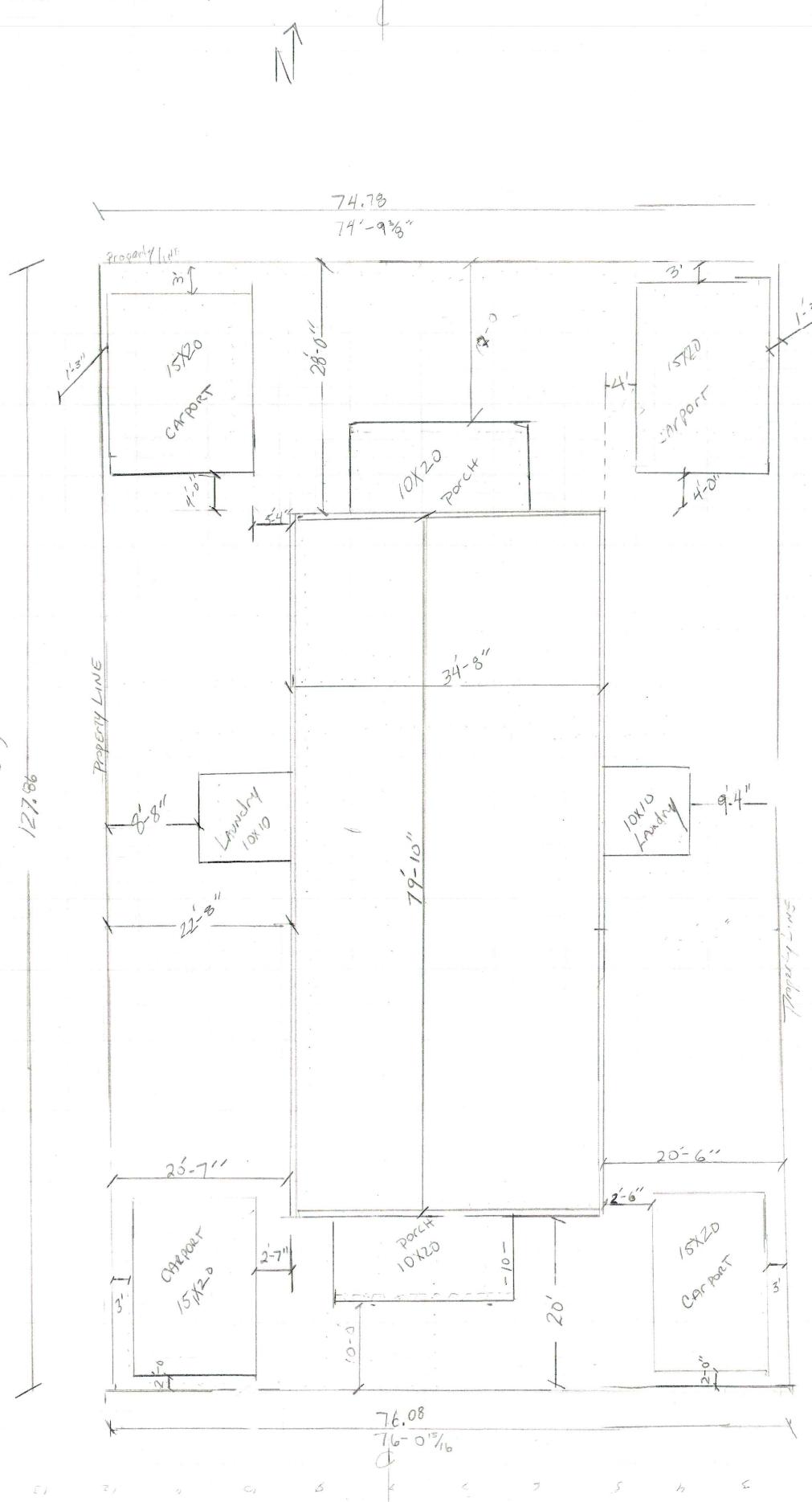
Exhibits:

A – Updated Drawing for Church Hill Project

B – Photos of Church Hill Property

(127'-10 $\frac{5}{16}$ " )

1/27/86







**VAR-24-002**  
**Church Hill Apts**  
Board of Adjustment  
May 28, 2024



**Location:** 220 W. Stout Street

**Zoning District:** R-1 Single Family

**Request:** Approval of 7 Setback Variances for an existing duplex dwelling and four covered carports



**Church Hill Apartments**

1. **Front Covered Patio 10' front setback where 20' is required**
2. **Rear Covered Patio 18' rear setback where 20' is required**
3. **East Laundry 9'4" side setback where 10' is required**
4. **Front East Carport 2' front setback where 20' is required**
5. **Front West Carport 2' front setback where 20' is required**
6. **Rear East Carport 1'3" side setback where 3' is required**
7. **Rear West Carport 1'3" side setback where 3' is required**

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**Church Hill Apartments**



**Church Hill Apartments**

The Board of Adjustment may grant a Variance :

1. **will not be contrary to the public interest**
2. **where, owing to conditions peculiar to the property because of its size, shape or topography, and not as a result of the action of the applicant, the strict enforcement of this Ordinance **would** deprive the owner of the reasonable use of the Land and/or Building involved.”**

**Church Hill Apartments**

**If after a public hearing of the requests, the Board of Adjustment motions for approval, then the following condition should be applied.**

- a. Building permits are required for all existing structures prior to occupancy of the duplex dwelling.

**Questions?**

**Church Hill Apartments**



## Community & Economic Development Department

TO: Board of Adjustment  
FROM: Sandra Hoffman, Senior Planner  
SUBJECT: Martin Avenue Single Family Dwelling and Garage VAR 24-003  
DATE: May 28, 2024

### Agenda Item:

#### **Request**

The applicant/owner is requesting approval of a setback variances an existing single-family dwelling and garage at property located at 201 N. Martin Avenue in the R-4 Four Plex Residential Zoning District. A single-family dwelling is a permitted use and a private garage is a permitted accessory use in the R-4 zoning district. Both structures are historically sited, and approval of the variances would memorialize the location of the existing structures.

#### **Property Details**

The recently combined (March 2024) parcel number is 402-13-020A and the size of the property is 9,372 sq. ft. The property is part of a historic subdivision called Gila Bend Blocks 1 thru 49 thru 164 1/2 by the original Gila Bend Townsite Company recorded on April 17, 1888. The site has three paved frontages from N. Martin Ave., N. Capitol Ave., and W. Papago Street, but appears to physically take frontage from N. Martin Ave.



#### **Applicant & Owner**

The applicant/owner is Steven W. McClure.



## Community & Economic Development Department

### Background:

#### **History**

1/25/24: The property was reviewed for zoning compliance upon referral of the building inspector on a pending remodeling permits. It was discovered that the primary and accessory structures do not meet development standards of the zoning district and require variances.

3/15/24: The applicant applied for a for variances under VAR-24-003 and was scheduled for the 5/28/24 Board of Adjustment.

#### **Public Comment**

None known

### Analysis:

Upon review of available historic aerial photography, it appears that both the primary and accessory structures have been on the property since at least January 1993 in a similar layout.



It is also acknowledged but not substantiated that the applicant has indicated that the residence has been in existence for over 75 years. To this end, the September 1985 Zoning Ordinance (rather then the 2007 Zoning Ordinance) is being utilized and the purpose of these variances will allow for zoning memorization of the existing non-conforming structure in the R-4 zoning district. The following variances are not in conformance with the 1985 Gila Bend Zoning Ordinance.

#### **1. House/Primary structure 0' street side where 20' is required (Art. VII Sec. 16-7-1F1).**



## Community & Economic Development Department

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**2. Garage/Accessory structure 0' street side where 20' is required (Art. VII Sec.16-7-4G1).**

**3. Garage/Accessory structure 0' side where 3' is required (Art. VII Sec.16-7-4G1).**

Art. III, Section 16-3-5iii states that the Board of Adjustment may grant exceptions and Variances upon request where, after a showing that an illegal construction or a nonconforming Building or Use existed for a period of at least five (5) years. In violation of zoning ordinances and the Town, with knowledge of the existence of the condition, has not taken any steps toward elimination of such violations.

If after a public hearing of the requests, the Board of Adjustment motions for approval, then the following condition should be applied.

a. Any new building or structure must meet the requirements of the R-4 Zoning District as amended.

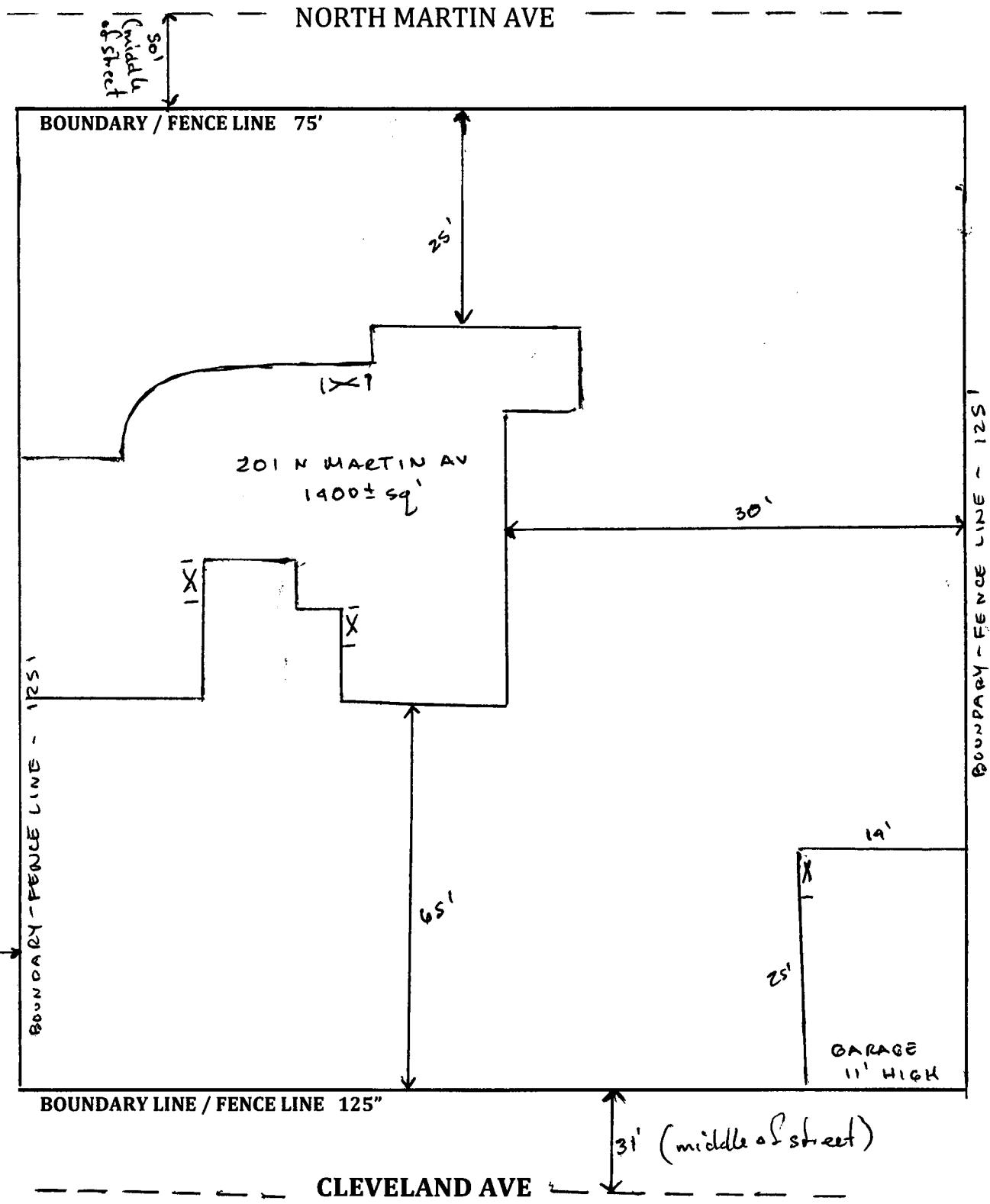
Exhibits:

A – Site Plan

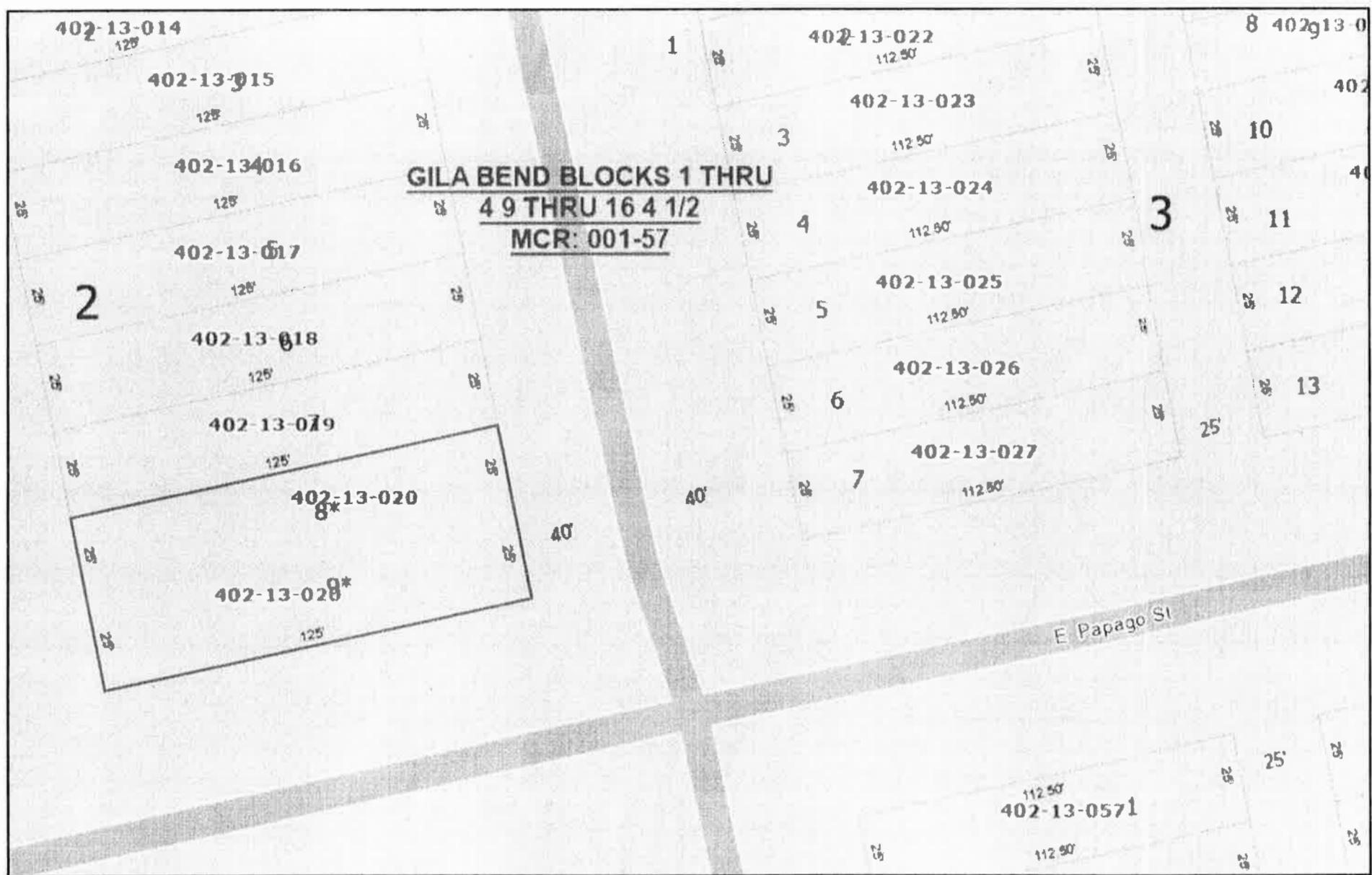
B – Vicinity Map

C – Letter from Applicant

PROPERTY LINE DIMENSIONS - 201 N MARTIN AV



## Map



February 29, 2024

Override 1

18d7fe5fbf9-layer-13

Maricopa County GIO, Maricopa County Assessor's Office

2024 - Maricopa County Assessor's Office

**Steven W. McClure**  
**Attorney @ Law**  
**P. O. Box 5, 28316 Old Tucson Hwy 84**  
**Gila Bend, AZ 85337**

March 15, 2024

Town of Gila Bend  
c/o Board of Adjustment  
P. O. Drawer A  
Gila Bend, AZ 85337

RE: Request for Variance / 201 N. Martin Ave, Gila Bend

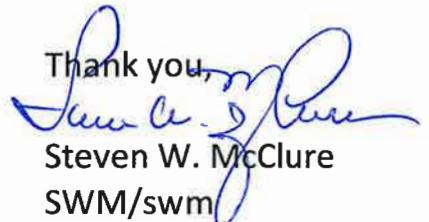
Dear Board of Adjustment:

Please find attached a variance request for the said address pursuant to the request of Brown & Associates and Sandra Hoffman, a copy of the email specifics. I am the sole owner of the same, and am in need of permitting to complete the remodeling of this residence which has been in existence over 75 years as is even prior to the Town being incorporated per the criteria of Town Code 16-3-03D.

Per Town of Gila Bend Zoning Code 16-03-3A, B and C, I am requesting a variance of the said setback requirements in order to obtain proper permitting and finish the remodeling which would be an enhancement to the said neighborhood and the Town of Gila Bend. Again, the location of the fences and structure have been in existence for many decades.

I have attached the applications and submittals herewith along with the proper fee. Please set the matter for hearing as soon as possible to be able to proceed towards completion.

Thank you,

A handwritten signature in blue ink, appearing to read "Steven W. McClure".

Steven W. McClure

SWM/swm

Enclosures

928-683-2940 (phone) // 928-683-2402 (fax) // e-mail: [jsuwdme24@hotmail.com](mailto:jsuwdme24@hotmail.com)



**VAR-24-003**  
**Martin Ave**  
Board of Adjustment  
May 28, 2024



**Location:** 201 N. Martin Avenue

**Zoning District:** R-4 Four Plex  
Residential

**Request:** Approval of 4 Setback  
Variances for an existing dwelling  
and garage

**Martin Avenue**

1. House/Primary structure 0' street side where 20' is required
2. Garage/Accessory structure 0' street side where 20' is required
3. Garage/Accessory structure 0' side where 3' is required

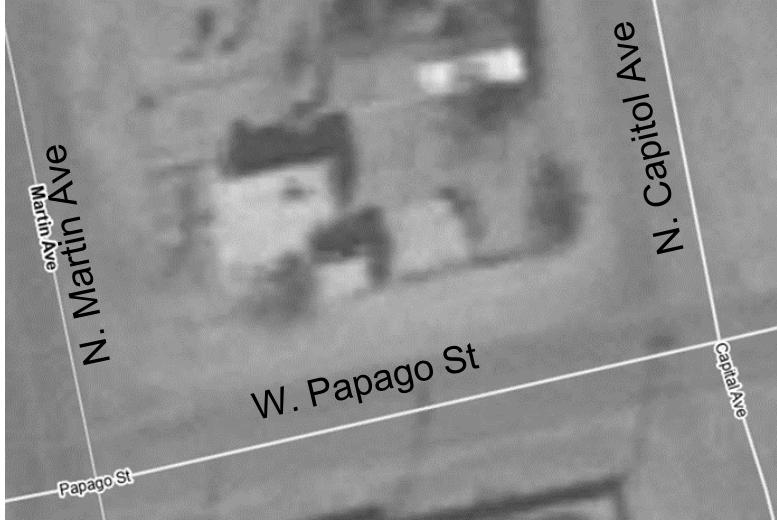
**Martin Avenue**

The Board of Adjustment may grant Variances or Exceptions:

After a showing that an illegal construction or a nonconforming Building or Use existed for a period of at least five (5) years.

In violation of zoning ordinances and the Town, with knowledge of the existence of the condition, has not taken any steps toward elimination of such violations.

**Martin Avenue**



1993



2024

**Martin Avenue**

**If after a public hearing of the requests, the Board of Adjustment motions for approval, then the following condition should be applied.**

- a. Any new building or structure must meet the requirements of the R-4 Zoning District as amended.

**Questions?**

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**Martin Avenue**