



TOWN OF PARKER

NOTICE OF SPECIAL BUDGET WORK SESSION AND SPECIAL MEETING OF TOWN OF PARKER COMMON COUNCIL

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Town of Parker and to the general public that the Parker Common Council will hold a Special Budget Work Session immediately followed by a Special Meeting, open to the public, at Parker Town Hall at 1314 11th Street on June 20, 2023 at 5:00 pm. As indicated on the agenda pursuant to A.R.S. § 38-431.03(A)(1),(3) and (4), the Parker Common Council may vote to go into executive session in its special meeting, which will not be open to the public, to discuss certain matters. Doors open to Council Chambers at 4:30 pm for public seating. The public may be asked to temporarily relocate if an executive session occurs. The public will be invited back into Council Chambers when the Council returns from executive session.

The agenda for the meeting is as follows:

MEETINGS CAN BE VIEWED VIRTUALLY ON YOUTUBE
<https://www.youtube.com/channel/UCekK-cuOakxBeilt3W1IQIq>
Subscribe to our Youtube channel for easy access

AGENDA

TOWN OF PARKER COMMON COUNCIL
SPECIAL BUDGET WORK SESSION/REGULAR COUNCIL MEETING
TOWN COUNCIL CHAMBERS
1314 11th STREET
TUESDAY, JULY 11, 2023 5:00 P.M.

MAYOR'S ANNOUNCEMENT: Please silence or mute your electronic devices during the Council Meetings

CALL THE SPECIAL BUDGET WORK SESSION TO ORDER:

ROLL CALL OF COUNCIL:

PURPOSE:

1. Discussion
Re: Fiscal Year 2023/2024 Budget

Edward Dickie, Town Manager

ADJOURNMENT OF THE SPECIAL BUDGET WORK SESSION:

CALL THE SPECIAL MEETING TO ORDER:

ROLL CALL OF COUNCIL:

PLEDGE OF ALLEGIANCE:

REGULAR AGENDA:

Discussion and possible action on the following item(s)

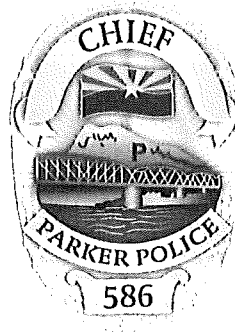
1. Discussion and Action to Approve/Deny Agreement With Kansas State Police
Department for the Purchase of a Vehicle for the School Resource Officer
Michael Bailey, Chief of Police
2. Discussion and Action to Approve/Deny Agreement With Arizona State Parks for the Jail
Rehabilitation Project
Steve Ziegler, Public Works Director
3. Discussion and Action to Approve/Deny Purchase Agreement with Desert Works
Computers for the Purchase of 2 new Gen 10 Xeon Servers
Steve Ziegler, Public Works Director
4. Discussion and Action to Approve/Deny Resolution 11-2023 Adopting the Tentative
Budget and Setting a Time for Public Hearing for the Adoption of the Final Budget
Amy Putnam, Town Clerk
5. Employee Termination Appeal Hearing Deliberations: Discussion and possible action
concerning the termination of Tracy McConnell. The Council may vote to discuss this
matter in Executive Session pursuant to A.R.S. § 38-431.03(A)(1), (3), and (4).

Unless so noted, all meetings are held in the Council Chambers located at 1314 11th Street.

ADJOURN:

Some members of the council or the town attorney may attend the meeting either in person or by telephone conference call. Persons with a disability may request reasonable accommodation by contacting, the town clerk, (928) 669-9265, at least (72) hours before the scheduled meeting. Facilities are handicapped accessible

The council may vote to recess into an executive session which will not be open to the public, for the purpose of obtaining legal advice regarding any of the agenda items, pursuant to a.r.s. §38-431.03(a)(3).



TO: Town Council
FROM: Michael Bailey; Chief of Police
DATE: June 12, 2023
RE: School Resource Officer Vehicle

Recommendation:

The Parker Police Department is seeking approval from the Town Council to purchase a 2020 Dodge Charger from the Kansas State Police Department for our School Resource Officer. As the purchasing agent for the Department, I am providing my written recommendation to the Council for this purchase pursuant to Town Code Section 1-11-5 (F).

Background:

The Parker Police Department reached out to the Kansas State Police last year when we were looking to replace our current School Resource Officer's patrol vehicle. He currently is driving a 2012 Ford F150 that, just like all the other 2012 vehicles, is showing extreme wear and tear on the vehicle.

Historically, the Department has issued "retired" patrol vehicles to the School Resource Officer. By doing this, we are not replacing these aging vehicles from our fleet. This practice keeps costing us money by having to continuously repair these vehicles.

By purchasing this vehicle used through the Kansas Highway Patrol, we are saving money by not paying the price of a new vehicle and the cost of upfitting as this vehicle has already been outfitted. The Kansas Highway Patrol typically sells these vehicles after they have reached a certain amount of miles, which seems to be approximately 50,000.

By purchasing these vehicles, they are still new enough that we shouldn't see many of the issues we are seeing with our current vehicles that have a similar amount of mileage but are considerably older. Also, these miles are highway miles and not city miles. Typically we wouldn't see the wear and damage that one would normally see with higher city miles like transmission issues and front end issues that we have been experiencing on our 2017 model patrol vehicles.

Prior to these vehicles being sold, Kansas Highway Patrol Fleet Division inspects the vehicles and are sold as is to other agencies. This includes all the police add-ons that we would normally spend upwards of \$15,000 to \$20,000 per vehicle. We would only have to install a radio, which we already have, and an MDC system in the vehicle.

Purchasing this vehicle is a fiscally responsible alternative than purchasing a new vehicle that would not be used as much as a patrol vehicle that is assigned to a patrol officer. This would also eliminate giving the School Resource Officer an older model vehicle that typically has not been as reliable as the regular patrol vehicles. When the School Resource Officer is required to patrol, it is not uncommon to use another vehicle because of mechanical issues with the older car.

Fiscal impact:

The total amount for this vehicle is \$22,600. I have reached out to the Kansas Highway Patrol to inquire about their vehicles they sell to other departments. They provided me with a list of vehicles that would be coming available and this Charger was the cheapest vehicle on the list. I also researched other state agencies that on occasion sell their used patrol vehicles. The ones I looked into either did not have any available or they had higher mileage/older vehicles that, value wise, would not have been a sound decision to purchase.

The funds for this vehicle will come from the approved Capital Projects funding that was approved for the 2022/2023 Fiscal Year.

**PURCHASE AGREEMENT
BETWEEN
THE TOWN OF PARKER
AND
KANSAS HIGHWAY PATROL**

THIS PURCHASE AGREEMENT (this "Agreement") is entered as of the ____ day of ____, 2023, (the "Term") between the Town of Parker, an Arizona municipal corporation, (the "Town") on behalf of Parker Police Department ("Department"), and Kansas Highway Patrol, an agency of the State of Kansas, (the "Vendor").

RECITALS

A. The Department seeks to purchase a used vehicle to replace an aging vehicle used by the School Resource Officer; and

B. Vendor can provide a 2020 Dodge Charger Pursuit AWD 5.7 Hemi ("Vehicle") to the Town for use by the School Resource Officer as set forth in Exhibit A; and

C. The Town is permitted, pursuant to Section 1-11-5 of the Town Code, to purchase a used vehicle without following the bid procedures if there is a statement as to (1) why such purchase would be advantageous to the Town versus purchasing a new item, including evaluation of the benefits to the Town in price, quality, condition and fitness for purposes; and (2) the vendors solicited for the purchase, and the due diligence conducted by the purchasing agent; and

D. The purchase is advantageous to the Town because the Vehicle is less expensive than a new vehicle purchase and results in a cost savings by avoiding the continuous repair of retired patrol vehicles, the Vehicle has considerably less mileage than a retired patrol vehicle, and there is less wear and damage on a highway-driven Vehicle as compared to the retired town-driven patrol vehicles; and

E. The Department conducted its due diligence by soliciting other bids for used vehicles and the Vendor provided the lowest cost, other used vehicles were not available from other dealers, or the used vehicles have a higher mileage than the Vehicle; and

F. Pursuant to Section 1-11-5 of the Parker Town Code, the Town Council may authorize an agreement with the Vendor to purchase the Vehicle.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until July 31, 2023 (the "Term"), unless terminated as otherwise provided in this Agreement.
2. Compensation. The Town shall pay Vendor an aggregate amount not to exceed \$22,600.00 for the Vehicle.
3. Payments. The Town shall pay the Vendor based upon acceptance and delivery of the Vehicle, and upon submission and approval of invoice. Each invoice shall contain a reference to this Agreement.
4. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 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 ARIZ. REV. STAT. § 23-214(A). Vendor's or its subcontractors' 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.
5. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.
6. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in La Paz County, Arizona.
7. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement and any invoices, the documents shall govern in the order listed herein.
8. Indemnification. Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This provision is not limited by any other provisions or the amount and type of insurance coverage by the Town or the Vendor.

9. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Vendor 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.

10. China. Pursuant to and in compliance with A.R.S. § 35-394, Vendor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Vendor 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.

11. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Parker
 1314 11th Street
 Parker, Arizona 85344
 Attn: Town Manager

With copy to: Pierce Coleman PLLC
 7730 E. Greenway Road, Suite 105
 Scottsdale, Arizona 85260
 Attn: Parker Town Attorney

If to Contractor: Kansas Highway Patrol

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received: (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14. Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods from another source when necessary.

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

“Town”

TOWN OF PARKER
an Arizona municipal corporation

Randy Hartless, Mayor

ATTEST:

Amy Putnam, Town Clerk

APPROVED AS TO FORM:

Christina Estes-Werther, Town Attorney
Pierce Coleman PLLC

“Contractor”

KANSAS HIGHWAY PATROL, a Kansas state agency

By: _____

Name: _____

Its: _____

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE TOWN OF PARKER
AND
KANSAS HIGHWAY PATROL

[Quote/Warranty]

See following page.

Kansas Highway Patrol

Fleet Sales

930 NE Strait Ave.
Topeka, KS 66616
(785) 296-8535



KANSAS HIGHWAY PATROL

Page 1 of 1

Agency	Town of Parker Police Department	Invoice #:	2023-064
Address	1314 W 11th Street	Date:	6/1/2023
City	Parker	State	AZ
	Zip		85344
		PO#:	
		Check #:	
Phone	928-669-2264	Email	www.parkerpd.com
		Attn:	Chief Michael Bailey

Model Year	Description	Unit #	Qty	Unit Price	Total
2020	Dodge Charger Pursuit AWD 5.7 Hemi w/ heated power mirrors, spotlamp, remote start, security alarm, carpeted floors and Uconnect Bluetooth	20-422	1	\$21,000.00	\$21,000.00
	*Used Thunderstruck TVI Bumper		1	\$600.00	\$600.00
	*Used Lightbar		1	\$600.00	\$600.00
	*Used Siren System		1	\$400.00	\$400.00
	Color: Midnight Blue VIN: 2C3CDXKTLH151675 Mileage: 49493				
				Page Total	\$22,600.00
				Invoice Total	\$22,600.00

Purchasers Signature

Date

Please Make Checks Payable To: Kansas Highway Patrol Car Fund
All Vehicles Must Be Picked Up In Topeka
Please pay from this Invoice. No statement will be mailed

BUYERS GUIDE

WARRANTY FOR THIS VEHICLE:

AS IS
NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. KANSAS HIGHWAY PATROL assumes no responsibility for any repairs regardless of any oral statements made about the vehicle.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

KHP Unit Number: 422

Current Vehicle Mileage: 49,493
(Enter actual mileage as shown on odometer)

Below is a list of some major defects that may occur in used motor vehicles.

Frame & Body

Frame-cracks, corrective welds, or rusted through
Dog tracts-bent or twisted frame

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperable
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission
or drive shaft
Improper shifting in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage excluding normal seepage
Cracked or damaged housing, which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or
starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air Conditioner
Heater & Defroster

Brake System

Failure warning light broken
Pedal not firm under pressure (DOT specs.)
Not enough pedal reserve (DOT specs.)
Does not stop vehicle in straight line (DOT specs.)
Hoses damaged
Drum or rotor too thin (Mfg. Specs.)
Lining or pad thickness less than 1/32 inch
Power unit not operating or leaking
Structural or mechanical parts damaged

Steering System

Too much free play at steering wheel (DOT specs.)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheels aligned improperly (DOT specs.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch
Sizes mismatched
Visible damage

Wheels

Visible cracks damage or repairs
Visible cracks damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage

Kansas Highway Patrol
122 SW 7TH Street
Topeka, Kansas 66603-3847

Herman T. Jones, Superintendent

Receipt of copy Acknowledged _____
(Transferee's Signature-Buyer) (Date)

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchase is a violation of federal law (16 C.F.R. 455).

CHANGE OF OWNER NOTIFICATION

Vehicle

Serial No.

2	C	3	C	D	X	K	T	X	L	H	1	5	1	6	7	5
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Make DODGE__ Model_CHARGER__ Mileage 49493__ Date of Sale 6/19/2023__

Name __ Town of Parker__

Address _1314 W. 11th Street _

City _Parker__ State _AZ__ Zip 85344__

Email__ Phone__

To ensure updated service information from the manufacturer is received by your department, including Safety Recalls and extended warranty coverage (when applicable), please complete the top portion of this form and mail, or call, the appropriate manufacturer listed below.

Ford Customer Service Division
PO Box 1904
Dearborn, MI 48121-9836
(800) 392-3673

General Motors Customer Service
Chevrolet Motor Division
PO Box 33170
Detroit, MI 48232-5170
(866) 790-5600

Chrysler LLC
Customer Connect 485-00-10
PO Box 218008
Auburn Hills, MI 48321-9959
(800) 992-1997

FCA Fleet Powertrain Care
5 Year / 100,000 Mile Limited Warranty Extension
(\$0 Deductible)

THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a 2016 through 2021 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

YOUR LEGAL RIGHTS UNDER THIS LIMITED WARRANTY

This warranty is the express warranty FCA US LLC ("FCA") makes for your vehicle. This warranty gives you specific legal rights. You may also have other rights that vary from state to state. For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by this express written warranty.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and FCA completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Incidental and Consequential Damages Not Covered

Your warranty does not cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward. Examples of such damages include: (a) lost time; (b) inconvenience; (c) the loss of the use of your vehicle; (d) the cost of rental vehicles, gasoline, telephone, travel, or lodging; (e) the loss of personal or commercial property; and (f) the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

Persons to Whom the Limited Warranty is Offered

This Limited Warranty is provided to owners of a 2016 through 2021 Model Year Chrysler, Dodge, Jeep and Ram vehicles (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/ Lease orders only.

What This Limited Warranty Extension Covers

This Powertrain Limited Warranty is a part of your New Vehicle Limited Warranty. It extends the 5 year or 60,000 mile powertrain limited warranty on mechanical components of the vehicle to 5 years from the in service date of the vehicle or 100,000 miles on the odometer, whichever comes first. It covers the cost of all parts and labor needed to repair a powertrain component listed below that is defective in workmanship and materials

Please keep this letter in your glove box along with your vehicle's other warranty information for future reference if necessary. All the other terms and conditions and the "What's Not Covered" items of your warranty remain the same as stated in your Warranty Information book.

Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by FCA US LLC

Gasoline Engine: Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Case, Timing Chain, Timing Belt, Gears and Sprockets; Vibration Damper; Oil Pump, Water Pump and Housing; Intake and Exhaust Manifolds; Flywheel with Starter Ring Gear; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and Internal Parts; Turbocharger Wastegate Actuator; Supercharger; Serpentine Belt Tensioner; Seals and Gaskets for listed components only.

Transmission: Transmission Case and all Internal Parts; Torque Converter; Drive/Flex Plate; Transmission Range Switch; Speed Sensors; Pressure Sensors; Transmission Control Module; Bell Housing; Oil Pan; Seals and Gaskets for listed components only.
NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive: Transaxle Case and all Internal Parts; Axle Shaft Assemblies; Constant Velocity Joints and Boots; Differential Cover; Oil Pan; Transaxle Speed Sensors; Transaxle Solenoid Assembly; PRNDL Position Switch; Transaxle Electronic Controller; Torque Converter; Seals and Gaskets for listed components only.
NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

All-Wheel Drive (AWD): Power Transfer Unit and all Internal Parts; Viscous Coupler; Axle Housing and all Internal Parts; Constant Velocity Joints and Boots; Drive Shaft and Axle Shaft Assemblies; Differential Carrier Assembly and all Internal Parts; Output Ball Bearing; Output Flange; End Cover; Overrunning Clutch; Vacuum Motor; Torque Tube; Pinion Spacer and Shim; Seals and Gaskets for listed components only.

Rear Wheel Drive: Rear Axle Housing and all Internal Parts; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies; Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets for listed components only.

Four-Wheel Drive (4x4): Transfer Case and all Internal Parts; transfer case control module and shift mode motor assembly Axle Housing and all Internal Parts; Axles Shafts; Axle Shaft Bearings; Drive Shafts Assemblies (Front and Rear); Drive Shaft Center Bearings; Universal Joints and Yokes; Disconnect Housing Assembly; Seals and Gaskets for the listed components only.

HOW TO GET WARRANTY SERVICE

Where to Take Your Vehicle

In the United States (We include U.S. Possessions and Territories as Part of the United States for Warranty Purposes): Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

In Canada and Mexico: If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your FCA US warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

WHAT IS NOT COVERED UNDER THIS FCA US LLC LIMITED WARRANTY

Some Modifications Don't Void the Warranty But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void this warranty. Examples of some of these changes are: (a) installing non-FCA US LLC ("FCA") parts, components, or equipment (such as a non-FCA radio or speed control); and (b) using special non-FCA materials or additives.

But your warranty does not cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor does it cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-FCA parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-FCA parts. Repairs or adjustments caused by their use are not covered under your warranty. Examples of the types of alterations not covered are: (a) installing accessories - except for genuine FCA / MOPAR accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer; (b)

FCA Fleet Powertrain Care
5 Year / 100,000 Mile Limited Warranty Extension
(\$0 Deductible)

applying rustproofing or other protection products; (c) changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or (d) using any refrigerant that FCA has not approved.

Environmental Factors Not Covered

Your warranty does not cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor does your warranty cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranty does not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

Maintenance Costs Not Covered

Your warranty does not cover the costs of repairing damage caused by poor or improper maintenance. Nor does it cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranty does not cover the costs of your vehicle's normal or scheduled maintenance - the parts and services that all vehicles routinely need. Some of these parts and services, which your warranty does cover, include: (a) lubrication; (b) engine tune-ups; (c) replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair); (d) cleaning and polishing; and (e) replacing worn wiper blades, worn brake pads and linings, or clutch linings.

Racing Not Covered

Your warranty does not cover the costs of repairing damage or conditions caused by racing, nor does it cover the repair of any defects that are found as the result of participating in a racing event.

Certain Kinds of Corrosion Not Covered

Your warranty does not cover the following: (a) corrosion caused by accident, damage, abuse, or vehicle alteration; (b) surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones; (c) corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and (d) corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by FCA.

Other Exclusions

Your warranty does not cover the costs of repairing damage or conditions caused by any of the following: (a) fire or accident; (b) abuse or negligence; (c) misuse - for example, driving over curbs or overloading; (d) tampering with the emission systems, or with a part that could affect the emission systems; (e) use of used parts, even if they were originally supplied by FCA (however, authorized FCA / MOPAR remanufactured parts are covered); (f) windshield or rear window damage from external objects; (g) any changes made to your vehicle that don't comply with Chrysler; or (h) using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if: (a) the vehicle is declared to be a total loss by an insurance company; (b) the vehicle is rebuilt after being declared to be a total loss by an insurance company; or (c) the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

FCA will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

Restricted Warranty

Your warranty can also be restricted by FCA. FCA may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by FCA before covered repairs are performed.

Registration and Operation Requirements

This Limited Warranty covers your vehicle only if: (a) it is registered in the U.S.; (b) it is driven mainly in the U.S. or Canada, and (c) it is operated and maintained in the manner described in your Owner's Manual.

There is no Limited Warranty coverage on your vehicle if it is sold, registered or operated, other than temporarily, by you, outside of the United States (including the 50 states, the District of Columbia, Puerto Rico, or Guam).

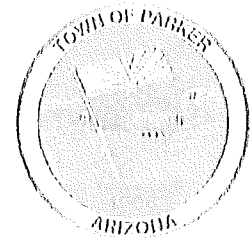
Other Terms of These Limited Warranties

Punitive, exemplary or multiple damages may not be recovered unless applicable state or local law prohibits this disclaimer. No person, including FCA US LLC employees or dealers, may modify or waive any part of this Limited Warranty.

General Information

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and FCA US concerning your maintenance of your vehicle, FCA US will require you to provide proof that your vehicle was properly maintained.

Memorandum



To: Mayor & Council
From: Steve Ziegler - Public Works Director
Thru: Ed Dickie - Town Manager
Date: July 11, 2023
Subject: Arizona State Parks Grant Agreement - Jailhouse Rehabilitation

Recommended Motion

The Public Works Department respectfully requests the Mayor and Council to authorize staff to sign the Project Sponsor Agreement and Preservation and Conservation Easement Deed with Arizona State Parks for the Parker Jailhouse Historic Building Rehabilitation.

Background Information

On February 15th, 2022 Council passed and adopted Resolution 05-2022 which authorized staff to submit an application to the Historic Preservation Heritage Fund Program for the purpose of preserving this registered historical building.

In September of 2022 staff reached out to Kimley Horn, an engineering firm, for a proposal to perform an engineering assessment of the building to be included with our grant application. The assessment is attached and concluded with recommendations to demolish the existing roof membrane, construct a new roof, repair all exterior and interior cracks and spalls, clean, repair and paint the interior walls and install new windows and a door.

Arizona State Parks through the Historic Preservation Heritage Fund Program is awarding \$107,500 and with the Town match of \$100,000 combined for a total of \$207,500 that will be used on this rehabilitation project. This project must be completed by December 15, 2025.

Fiscal Impact

The \$100,000 Town match is included in the FY 23-24 Capital Improvement Plan.

Steps Following Approval

Execute the Project Sponsor Agreement and begin the project.

Arizona State Parks
1110 W Washington St, Phoenix, AZ 85007
PROJECT SPONSOR AGREEMENT

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and the Town of Parker (PROJECT SPONSOR) and shall become effective on the date of signature by the authorized representative of Arizona State Parks.

PROJECT TITLE: Parker Jail Historic Building Rehabilitation				PROJECT NUMBER: ASPT #: 642307	
THIRD PARTY PARTICIPANT'S NAME:				FY OF REVENUE: 2023	
PROJECT PERIOD: All expenses and match to be submitted prior to <u>12/15/25</u>					
GRANT PROGRAM: Heritage Fund Historic Preservation	GRANT AMOUNT: \$107,500.00	% 51.8%	PARTICIPANT MATCH: \$100,000.00	% 48.2%	TOTAL PROJECT COST: \$207,500.00
APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A & B					
AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.) STATUTE: ARS § 41-501-502-503-504 RESOLUTION: 05-2022					
AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD: _____ Signature Date Kevin Brock Assistant Director					
ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PROJECT SPONSOR'S SIGNATURE BELOW. _____ Ed Dickie, Town Manager _____ Date			PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PROJECT SPONSOR (optional) _____ Attorney's Signature _____ Date		

The most recent version of the General Provisions based on the Project Sponsor and project type are attached and incorporated into this agreement.

**Arizona State Parks
PROJECT SPONSOR AGREEMENT**

**Attachment A
Approved Project Scope and Special Conditions**

PROJECT SPONSOR: Town of Parker

PROJECT TITLE: Parker Jail Historic Building Rehabilitation

PROJECT NUMBER: 642307

PROJECT DESCRIPTION: The Parker Jail Historic Building Rehabilitation is a restoration project for La Paz County's most notable historical national register site: the Parker Jail, also known as the Old Yuma County Jail. This is a restoration project for replacing the original thatch-roof to specification on the 720 square foot building in order to replicate the site's original build in the early 20th century.

APPROVED PROJECT SCOPE:

Construction	\$121,110.00
Supplies	\$51,390.00
Contractual.....	\$30,000.00
Other.....	\$5,000.00
.	
Total	\$207,500.00

DESCRIPTION AND SOURCE(S) AND AMOUNTS FOR APPROVED MATCH

The Town of Parker will provide up to \$100,000.00 in cash match for this project.

SPECIAL CONDITIONS:

The administration of this grant Participant Agreement is also subject to the contents of the Administrative Guidelines for Awarded Grants published by Arizona State Parks.

Actual project work must begin within 6 months of the fully executed Participant Agreement; construction must begin within 18 months of the fully executed Participant Agreement.

Preliminary design plans, conceptual drawings, and/or construction documents must indicate the project complies with the Secretary of Interior's Standards for Preservation. Onsite work may not proceed until such documentation is submitted for review by the SHPO and subsequently accepted by the Grant Program Coordinator.

The *Secretary of the Interior's Standards for Rehabilitation (Standards)* must be followed for all Heritage Preservation Grant projects (<https://www.nps.gov/tps/standards/rehabilitation.htm>). A final summary report and project "after" photos (if applicable) must be submitted with the required closure documentation.

A. Grant funding has been awarded based on preliminary review of the proposed rehabilitation. Selected grant recipients shall submit documentation to the State Historic Preservation Office for review and concurrence with a Finding of "no adverse effect" for the proposed rehabilitation work, prior to commencing with construction. The review submission shall include:

1. A narrative Scope of Work, specifically describing scope elements that will have an affect on the character-defining features of the property.
2. Design (or construction) drawings with a sufficient level of detail to understand the impact of the proposed rehabilitation work on the historic character of the property. If the information does not provide enough detail to understand the extent of the rehabilitation, additional information may be requested to complete the SHPO review.
3. Photographs of the existing condition of the historic property. The photos shall include exterior elevations of all sides of the building and all areas of proposed rehabilitation work, both interior and exterior.
4. The SHPO review documentation shall be submitted electronically to azshpo@azstateparks.gov.

Detailed status quarterly reporting in ASPT's on-line system is required. Failure to provide these reports when requested will result in points being deducted in future funding requests and project funds being withdrawn. Failure to provide status reports when required my result in funds being withdrawn. (End of September, December, March and June)

See the General Provisions – Attachment B

OTHER CONDITIONS

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Allocated project funds can only be expended on the designated scope items. Any changes to the scope of work prior to, or during construction, shall be submitted prior to the implementation of the revised work for SHPO review and concurrence.

At the completion of the project, a SHPO representative will visit the property to ensure that all work completed has been performed in accordance with the Standards. If changes have been made without SHPO review, and these changes have been deemed to result in a loss of integrity to the property, grant funds may be withheld.

Arizona State Parks
1300 W. Washington
Phoenix, Arizona 85007
Att: Arizona State Historic Preservation Office

PRESERVATION AND CONSERVATION EASEMENT DEED
(Use when Grant Participant Owns Property to be Improved by Grant)

Grant Project Title: Parker Jail Historic Building Rehabilitation
Grant Project #: 642307

THIS PRESERVATION AND CONSERVATION EASEMENT DEED, made this _____ day of _____, _____ ("Effective Date") by and between the Town of Parker (Participant) and the Arizona State Parks Board (Board).

WHEREAS, Participant is owner in fee simple of certain real property located in County, Arizona, more particularly described in Exhibit "C" (the "Property");

WHEREAS, the Board is authorized to accept preservation and conservation easements to protect property significant in national and Arizona history and culture under Arizona Revised Statutes §§ 41-511.03, 41-511.05, and 33-271 through 33-276;

WHEREAS, because of its architectural, historic, archaeological and/or cultural values and significance, the Property was listed in the Arizona Register or the National Register of Historic Places on 4/3/1975;

WHEREAS, Participant and the Board recognize the architectural, historic, archaeological and/or cultural values and significance of the Property, and have the common purpose of conserving and preserving those values and significance;

WHEREAS, the grant of a preservation and conservation easement on the Property by Participant to the Board will assist in preserving and maintaining the Property and its architectural, historic, archaeological, and/or cultural features for the benefit of the people of the State of Arizona and the United States of America;

WHEREAS, to that end, Participant desires to grant, and the Board desires to accept a preservation and conservation easement on the Property (the "Easement") for the period of 30 years starting on the effective date (the "Term of Public Use") which shall run with the land and be binding upon Participant's successors and assigns.

THEREFORE, in consideration of the sum of \$107,500.00 that Participant received as grant assistance through the Board from the Arizona State Parks Heritage Fund to be used to improve the Property, Participant does voluntarily grant and convey to the Board the Easement for the Term of Public Use.

I. PURPOSE

The purpose of the Easement is to assure that the architectural, historic, archaeological and/or cultural features of the Property will be retained and maintained for the Term of Public Use, to prevent any use or change of the Property that will significantly impair or interfere with the Property's architectural, historic, and/or cultural values and significance, and to provide public access.

II. PARTICIPANT'S COVENANTS

During the Term of Public Use:

A. The Participant agrees to assume the cost of the continued maintenance and repair of the Property and to preserve and/or enhance the architectural, historic, and/or cultural features of the Property that made it eligible for listing in the Arizona Register or the National Register of Historic Places.

B. Upon completion of Arizona Heritage Fund grant work, the Participant agrees that no visual or structural alterations will be made on the property that are grant-funded and described in Exhibit (A), during the term of this Easement without prior written permission of the Board.

C. The Participant agrees that the Board, and their agents or designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Easement are being observed.

D. Upon completion of grant funded work the Participant agrees that when the Property is not clearly visible from a public right-of-way or includes interior work funded with Arizona Heritage Fund grants, the property will be open to the public for the purpose of viewing the grant-funded work no less than 12 days a year and at other times by appointment. The Participant may charge a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area. Notice of the time and dates when the facility will be open must be published online during the term of this Easement. Participant must keep documentation of notice publications, which will be available for inspection by the Board or their agents or designees during the Term of Public Use.

E. In the event that the Participant breaches any of the terms of this Easement, the Board, upon inspection of the Subject Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Property. The Board shall give the Participant written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. Participant agrees, if a court, having jurisdiction, determines that a violation exists or has occurred, to reimburse the Board the amount of the grant plus all fees and

expenses incurred in connection with the enforcement of the Easement, including but not limited to court costs, expert and attorney's fees, and interest.

F. Participant agrees to indemnify, release and hold harmless the Board, its employees, officers, agents and assignees from any costs, claims, damages, reimbursements, or payments related to this Easement. Participant additionally agrees that the Board, its employees, officers, agents and assignees have no obligation for maintaining, repairing, or administering the Property or the Easement.

G. Participant agrees to provide timely notice to the Board of the sale or transfer of the property, and to provide the new owner or occupant with a copy of this Easement.

H. Participant hereby acknowledges that Participant has read and understands the Participant Agreement and its attachments, which are attached as Exhibit "A."

Alston House
#640565
Page 4 of

IN WITNESS WHEREOF, the Participant and the Board have executed this Easement which shall become effective immediately upon signature by both parties.

PARTICIPANT

ACKNOWLEDGMENT BY
PARTICIPANT

Signature

State of Arizona)
County of _____)

Print Name

The foregoing instrument was
acknowledged before me this _____
day of _____, _____

by _____

Title

Participant

Notary Public

Date

(Seal)

ARIZONA STATE PARKS BOARD

ACKNOWLEDGMENT BY BOARD

Signature

State of Arizona)
County of _____)

Print Name

The foregoing instrument was
acknowledged before me this _____
day of _____, _____

by _____

Title

Arizona State Parks Board

Notary Public

Date

(Seal)

Exhibit C to the Conservation Easement Agreement

Baseline Documentation

Subject Property : Parker Jailhouse, Parker, Arizona

To remain eligible for listing on the National Register of Historic Places, a Subject Property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of *Parker Jailhouse*. Also current photo documentation must be attached to the baseline documentation.

Grant Project Title: Parker Jail Historic Building Rehabilitation
Grant Project #: 642307

Significant Character-Defining Interior Spaces and Features

- Open office area with jail cell location, plaster and drywall walls.

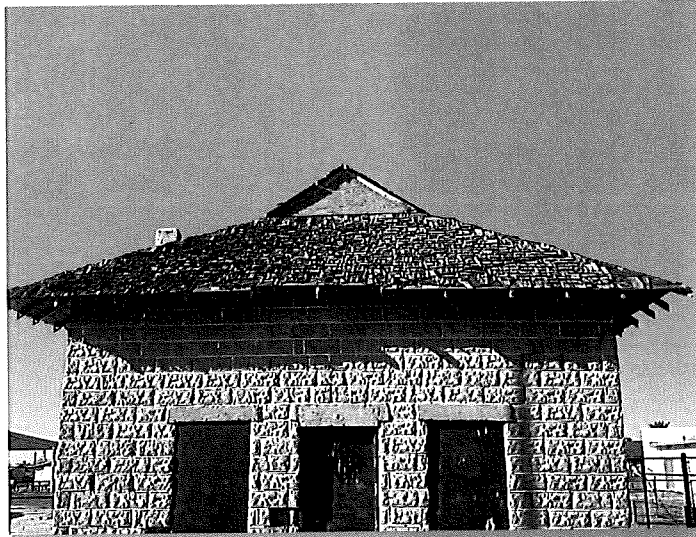
Significant Character-Defining Exterior Spaces and Features

- Block walls and wood shingle roof with wood front door, windows with bars.

Features of Property Subject to Easement

- Entire building

Photo of Property



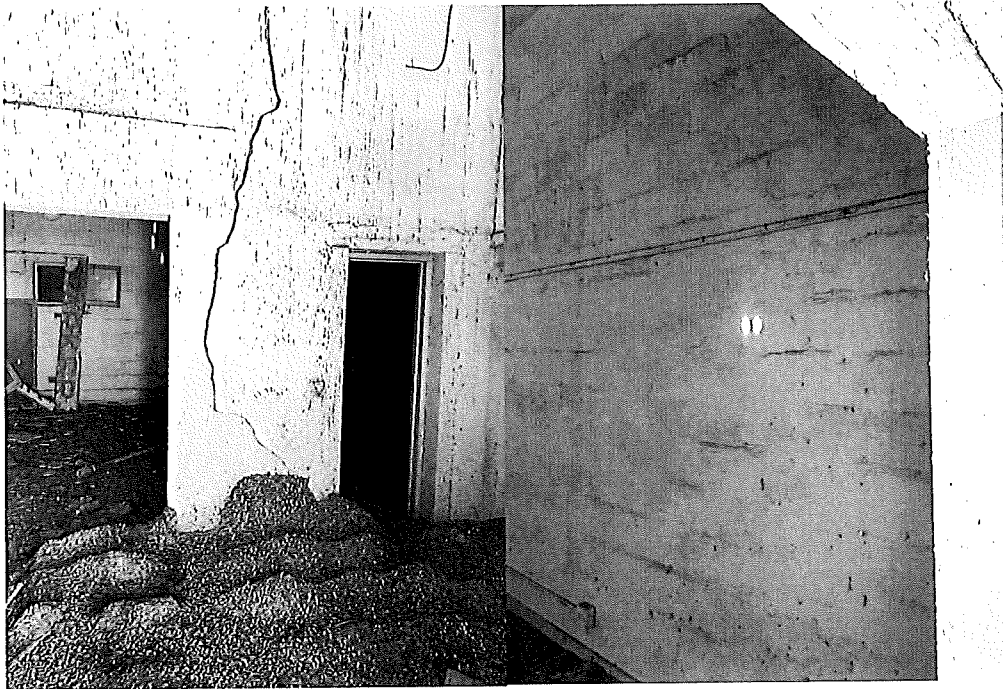


Exhibit C to the Conservation Easement Agreement

Baseline Documentation

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Grant Project Title: Parker Jail Historic Building Rehabilitation
Grant Project #: 642307

Significant Character-Defining Interior Spaces and Features

- Open office area with jail cell location, plaster and drywall walls.

Significant Character-Defining Exterior Spaces and Features

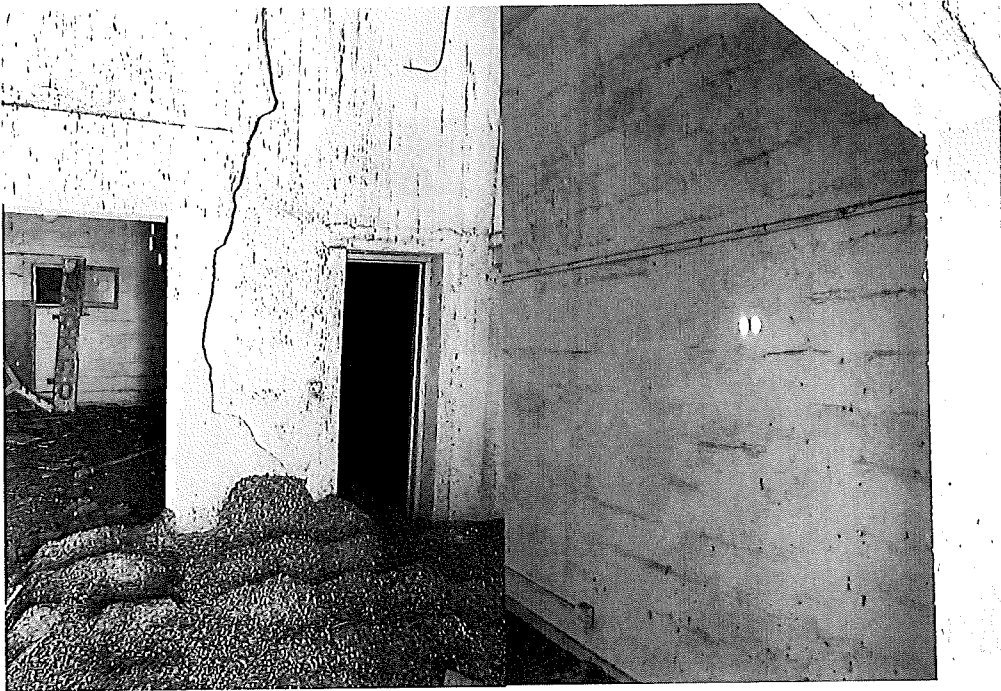
- Block walls and wood shingle roof with wood front door, windows with bars.

Features of Property Subject to Easement

- Entire building

Photo of Property





TOWN OF PARKER

HISTORIC BUILDING ASSESSMENT

Structural Property
Condition Assessment

OCTOBER 21, 2022

Prepared By:

Kimley»»Horn



Historic Building Assessment

Structural Evaluation Report of Findings

Prepared For: Town of Parker
 1314 11th St.
 Parker, AZ 85344

Attention: Mr. Steve Ziegler
 Town of Parker
 Public Works Director
 Cell: (928) 575-7840
 pwdirector@townofparkeraz.us

Property Address: 917 S Mohave Ave., Parker, AZ 85344

CONTENTS

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3.0 OBSERVATIONS 6

4.0 CONCLUSIONS AND RECOMMENDATIONS 11

5.0 BASIS AND REFERENCES 13

1.0 INTRODUCTION

In accordance with our agreement, Kimley-Horn and Associates, Inc. ("Kimley-Horn") performed a site visit to document the physical condition of the historic building located at 917 S Mohave Ave., Parker, AZ 85344. The building is not occupied.

The opinions and conclusions expressed in this report are based on the information currently available and may be amended or supplemented should new information become available. No other warranties or guarantees, expressed or implied, are made or intended. This report has been prepared solely for the Town of Parker and should not be relied upon by any other party or for any other purpose. Specifically, this report may not be used in connection with actual renovation or construction of any kind. Any reliance on this report by any party other than the Town of Parker shall be without liability to Kimley-Horn and Associates, Inc. or its employees.

Please call us at (561) 845-0665 if you have any questions.

Sincerely

KIMLEY-HORN AND ASSOCIATES, INC.



Arnoldo A. Artiles, P.E.

2.0 BACKGROUND

The following is our understanding of this project from conversation with Mr. Ziegler:

- The historic building had multiple holes in the roof membrane and roof structure which was allowing water intrusion and birds to get in.
- No existing building plans are available.
- Report needs to provide an opinion of probable repair cost for the structure only for budget purposes.
- An opinion of probable costs for non-structural components such as jail doors, interior decoration, interior finishes, etc... is outside of the scope of this report.

The aerial map in Figure 1 depicts the location of the historic building.



Figure 1 – Historic Building Location Map (Image Source: Google Earth)

3.0 OBSERVATIONS

On October 5, 2022, Arnoldo Artilles, P.E. visited the subject property. Kimley-Horn's site visit was limited to visual observations of the exterior and interior walls, and exposed roof framing.

The following rating system is used to classify the condition of the structural components:

Very Good – rating denotes no life-safety issues, no immediate losses of strength or performance, including aesthetics, and no short-term changes in performance with regular maintenance and observation. Overall, the structure has minor cosmetic deficiencies, very minor concrete damage, and no leaks.

Good – rating denotes no life-safety issues, no immediate losses of strength or performance, including aesthetics, and no short-term changes in performance with regular maintenance and observation. A structural system is said to be in good condition if there is minor concrete damage, minimal rust, and minor leaks. An operational system is said to be in good condition if the system is in good working order with minor cleaning or routine maintenance required.

Fair – rating denotes no life-safety issues and functional performance, but repairs are needed to maintain the current level of service. There are major aesthetic issues and inconveniences to patrons. Without repairs, the deterioration will continue to accelerate. Fair condition is assigned to the structural system if moderate damage, rust, or leaks are found in several locations or if severe damage is found in a few locations.

Poor – rating denotes obvious problems, even to the casual observer that without immediate remediation will result in further loss of structural member capacity. This condition can produce noticeable deflections in members, cause loose concrete to spall away, and presents the possibility of an unsafe condition to vehicles and/or pedestrians in the near future. The system may still be functioning at this state, but repair costs will increase rapidly with the amount of time that passes before the item is corrected. The structural system is considered poor if severe damage is found in several locations. A poor assessment is assigned to any operational system that requires replacement.

Table 1: Building Element Ratings

Building Element	Rating	Key Observations	Key Recommendations
Building Walls and Floors	Fair	1. Cracking and spalls observed at multiple locations. 2. Grout at joints is missing. 3. Building floor has excessive debris and bird excrement.	1. Rout and seal cracks and repair spalls to prevent further concrete deterioration. 2. Repoint all exterior and interior concrete block walls. 3. Cleaning of all floors with high pressure and possible need for industrial strength cleaning products for complete removal of substances.
Roof	Poor	1. Roof membrane is damaged at multiple locations. 2. Roof framing has evidence of rot and damage at multiple locations.	Replace entire roof system including roof membrane, roof framing structure and tie down connectors.
Windows and Doors	Poor	1. Building has no windows and has plywood coverings throughout. Front door is damaged.	1. Install new windows and doors

Building Size is approximately 24ft x 30ft x 14ft



Figure 2 – North Elevation

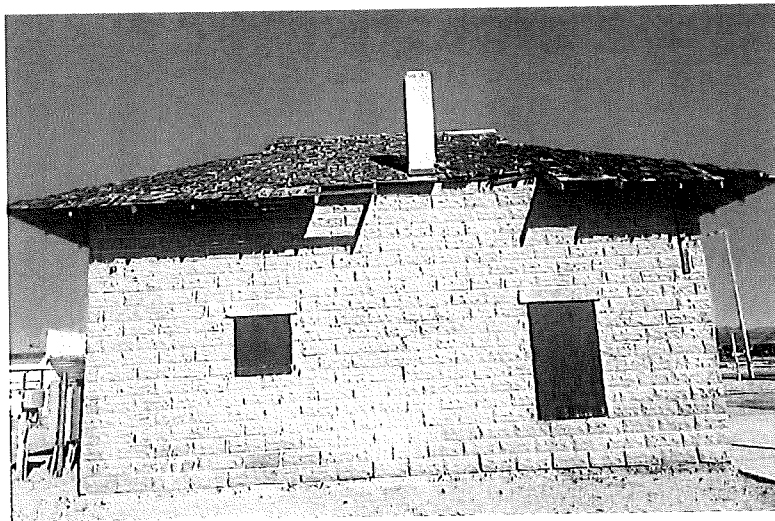


Figure 3 – East Elevation

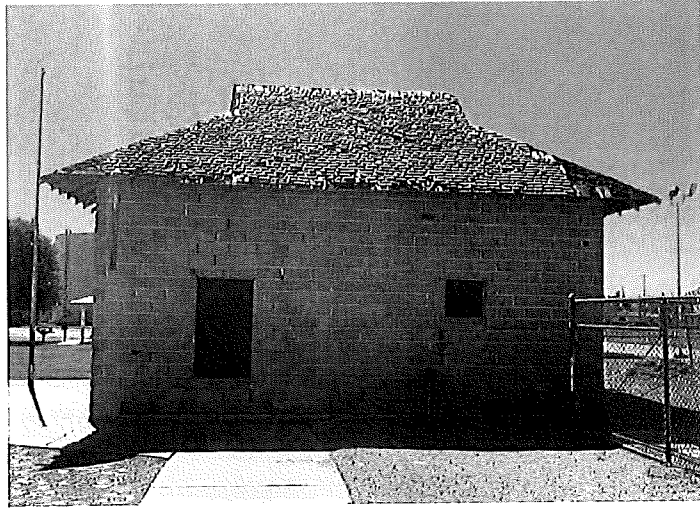


Figure 4 – West Elevation

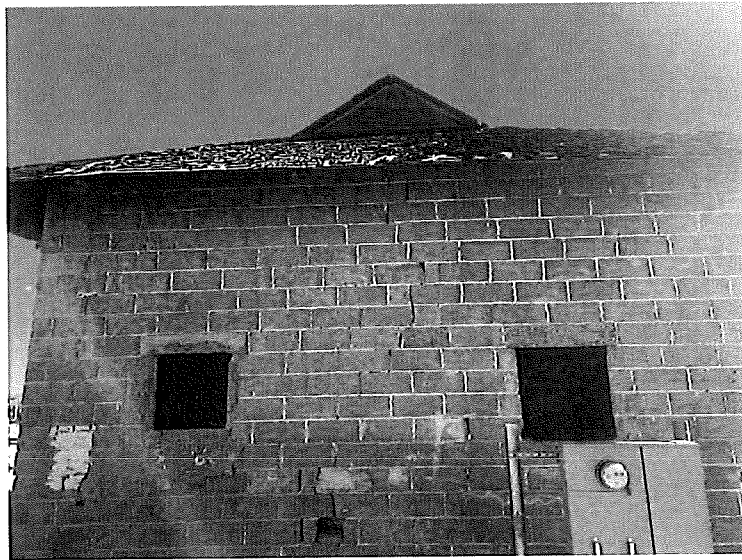


Figure 5 – South Elevation



Figure 6 – Roof Framing Condition



Figure 7 – Interior of Building

4.0 CONCLUSIONS AND RECOMMENDATIONS

Recommendations were formed based on the site visit investigation and the rating classification of each structural component. The following are Kimley-Horn's recommendations:

Structural and Life Safety:

- Demolish existing roof including roof membrane, roof framing and tie down connectors.
 - Contractor to survey existing roof framing, roof pitch and profile before demolition.
- Construct new roof.
 - Wood Shingles (to match existing)
 - Pre-Engineered wood trusses.
 - Post-installed anchors.
 - Maintain the same pitch and roof profile.
- Repair all exterior cracks and spalls
- Repair all interior cracks and spalls

Building Finishes, Windows, and Door.

- Clean interior floors and walls
- Repoint and repaint interior and concrete exterior block.
- Install new windows (37"x67", 26"x26", 32"x29", 38"x65", 39"x65", 39"x65", 27"x27", 32"x29")
- Install new door 40"x83"

Assumptions.

- A structural analysis of the building was not conducted. It is assumed that the walls were reinforced and can transfer the roof reactions to the foundation.
- It is assumed that the walls and foundation do not need to meet the latest provision of the building code.
- As the roof is being replaced in kind, no additional loads are being added to the walls and foundation.

Opinion of Probable Cost:

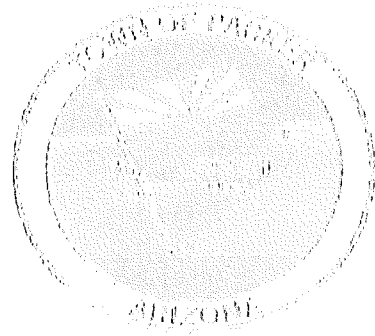
Kimley-Horn's opinion of probable construction cost is \$180,000. The opinion of probable cost includes \$30,000 to retain an architect to provide construction plans. As the roof trusses will be pre-engineered, the architect will need to retain a structural engineer to assist with tie down connection details. The opinion of probable cost does not include any interior work, including but not limited to jail doors, interior decoration and interior finishes. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

5.0 BASIS AND REFERENCES

1. An on-site assessment of the subject properties was performed by Arnolito Ariles, P.E. on October 5, 2022.
2. Measurements and photographs were taken by Arnolito Ariles, P.E. on October 5, 2022.
3. Reviewed photographs taken on October 5, 2022, during the assessment of the subject properties.

Memorandum

To: Mayor & Council
From: Steve Ziegler - Public Works Director
Thru: Ed Dickie - Town Manager
Date: July 11, 2023
Subject: Purchase of 2 Gen 10 Xeon Servers



Recommended Motion

The Public Works department respectfully requests the Mayor and Council to authorize staff to purchase 2 Gen 10 Xeon Servers from DesertWorks Computers, LLC for \$14,301.14.

Background Information

Our IT Services provider, DesertWorks Computers LLC, is recommending replacing the Town's administrative Domain Server #1, and Domain Server #2 as soon as possible. These servers are customized to manage the TOP network, and authenticate that only credentialed users access the network. The current Domain servers are approximately 7 years old, and are quickly nearing end-of-life. The servers are having symptoms of random crashing, file system issues, and restart times that are not consistent with healthy servers.

NOTE: Domain Server #1 runs the Caselle accounting software. (Domain Server #2 serves as redundancy and houses additional system files.)

DesertWorks Computers LLC is our service provider for IT Services and provided a proposal for 2 Gen 10 Xeon Servers for \$14,301.14 which includes installation.

Fiscal Impact

The funding for this purchase is coming from the FY 22/23 Capital Contingency which has an estimated balance of \$328,297 as of June 22, 2023.

Steps Following If Approved

Execute the PSA, issue a purchase order and place the order.



Invoice #	06222023
Date:	6/22/23
Invoice for:	Town of Parker (Admin DC Servers)

Estimates are Valid for 10 Days Payment is required to place order "Local, Dependable Service"

RESOLUTION NO. 11-2023

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PARKER, ARIZONA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR 2023/2024; PROPOSING AN EXPENDITURE LIMITATION FOR THE SAME YEAR; AND SETTING A DATE FOR PUBLIC HEARING ON THE TENTATIVE BUDGET AND ADOPTION OF A FINAL BUDGET; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW.

WHEREAS, pursuant to Article 9, Section 20(9) of the Arizona Constitution, and Arizona Revised Statutes ("A.R.S.") Section 41-563.03(C), (E) and (G), the qualified voters of the Town of Parker (the "Town"), on November 3, 2020, approved Proposition 400, adopting an Alternative Expenditure Limitation for the Town; and

WHEREAS, Proposition 400 provided that, as part of the budget process, the Mayor and Town Council shall annually adopt an expenditure limitation to govern the budget, after public hearing; and

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1- 5, the Mayor and Town Council of the Town of Parker (the "Town Council") shall make an estimate of the amounts required to meet the public expenditures/expenses for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town; and

WHEREAS, in accordance with said chapter of said title, the estimates required to meet the public expenditures/expenses for the ensuing year shall be published according to law and a public hearing shall be held at which any taxpayer may appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, the Town Council desires now to establish a tentative expenditure limitation and budget expenditures for Fiscal Year 2023/2024.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PARKER, ARIZONA, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The tentative expenditure limitation to govern the Town of Parker budget for Fiscal Year 2023/2024 is hereby proposed in an amount not to exceed \$19,338,090.00

SECTION 3. The estimates of revenues and expenditures shown in the schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the tentative budget of the Town of Parker for Fiscal Year 2022/2023.

SECTION 4. The Town Clerk is authorized and directed to: (i) make available the tentative budget for inspection, not later than seven days after the date of this Resolution, at the Parker Public Library, at the Parker Town Hall and on the official Town Website; and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official tentative budget and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places. The notice shall include the physical addresses of the Parker Public Library, and the Parker Town Hall, and the website where the tentative budget may be found.

SECTION 5. A public hearing on the tentative budget shall be held on August 15, 2023, during the regularly-scheduled Town Council meeting.

SECTION 6. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 7. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 8. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Parker,
Arizona, July 11, 2023

Randy Hartless, Mayor

ATTEST:

Amy Putnam, Town Clerk

APPROVED AS TO
FORM:

Christina Estes-Werther,
Town Attorney, Pierce
Coleman, PLLC

EXHIBIT
A
[Statement of Estimates and
Expenses]
[See following
pages]



TOWN OF PARKER

RESOLUTION NO. 11-2023

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PARKER, ARIZONA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR 2023/2024; PROPOSING AN EXPENDITURE LIMITATION FOR THE SAME YEAR; AND SETTING A DATE FOR PUBLIC HEARING ON THE TENTATIVE BUDGET AND ADOPTION OF A FINAL BUDGET; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, pursuant to Article 9, Section 20 (9) of the Arizona Constitution, and Arizona Revised Statutes ("A.R.S.") Section 41-563.03, the qualified voters of the Town of Parker (the "Town"), on November 3, 2020, approved Proposition 400, adopting an Alternative Expenditure Limitation for the Town; and

WHEREAS, Proposition 400 provided that, as part of the budget process, the Mayor and Town Council shall annually adopt an expenditure limitation to govern the budget, after public hearing; and

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1- 5, the Mayor and Town Council of the Town of Parker (the "Town Council") shall make a full and complete statement of the Town's financial affairs for the preceding fiscal year, an estimate of the amounts required to meet the public expenditures/expenses for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town; and

WHEREAS, in accordance with said chapter of said title, the estimates required to meet the public expenditures/expenses for the ensuing year shall be published according to law and a public hearing shall be held at which any taxpayer may appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, the Town Council desires now to establish a tentative expenditure limitation and budget expenditures for Fiscal Year 2023/2024.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PARKER, ARIZONA, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The tentative expenditure limitation to govern the Town of Parker budget for Fiscal Year 2023/2024 is hereby proposed in an amount not to exceed \$19,338.090.00

SECTION 3. The estimates of revenues and expenditures shown in the schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the tentative budget of the Town of Parker for Fiscal Year 2023/2024.

SECTION 4. The Town Clerk is authorized and directed to: (i) make available the tentative budget for inspection, not later than seven days after the date of this Resolution, at the Parker Public Library, at the Parker Town Hall and on the official Town Website; and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official tentative budget and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places. The notice shall include the physical addresses of the Parker Public Library, and the Parker Town Hall, and the website where the tentative budget may be found.

SECTION 5. A public hearing on the tentative budget shall be held on August 15, 2023, during the regularly-scheduled Town Council meeting.

SECTION 6. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 7. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 8. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Parker,
Arizona, July 11, 2023

Randy Hartless, Mayor

ATTEST:

Amy Putnam,
Town Clerk

APPROVED AS TO
FORM:

Christina Estes-Werther,
Town Attorney
Pierce Coleman PLLC

EXHIBIT
A
[Statement of Estimates and
Expenses]

[See following
pages]