



Contract Number: CTN-WW-15*062
Effective Date: 12-16-14
Term Date: 12-15-2039
Cost: 61,243,787.40
Revenue:
Total: NTE:
Renewal By: 9-1-2039
Term: 12-15-2039
Reviewed by:

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: December 16, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

IGA between Pascua Yaqui Indian Tribe and Pima County for sewer service. The County provides wastewater conveyance and treatment services to the Reservation. The IGA for a 25-year term will provide for continuation of this wastewater service. It will also provide for the resolution of the connection fee controversy.

CONTRACT NUMBER (If applicable): CTN 15*062

STAFF RECOMMENDATION(S):

Staff recommends that the Board of Supervisors approve this IGA so that sewer service will continue under the conditions outlined in the Agreement.

Procure Dept 12/01/14 PM11:30

CORPORATE HEADQUARTERS: _____

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: _____ and/or REVENUE TO PIMA COUNTY: \$1,243,784.40

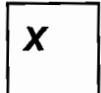
FUNDING SOURCE(S): _____

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:



YES



NO

BOARD OF SUPERVISORS AGENCY

Board of Supervisors District:

1

2

3

4

5

All

IMPACT:

MOA between Pasqua Yaqui Indian Tribe and Pima County
provides wastewater conveyance and treatment services
25-year term will provide the continuation of this wastewater
resolution of the connection fee controversy.

IF APPROVED: The County will continue to provide wastewater conveyance and treatment services to the Reservation.

IF DENIED: The County will not continue to provide wastewater conveyance and treatment services to the Reservation.

STAFF RECOMMENDATION(S):

Staff recommends that the Board of Supervisors approve
connection fees under the conditions outlined in this agreement.

DEPARTMENT NAME: Regional Wastewater Reclamation Department

CONTACT PERSON: Barry Holbert **TELEPHONE NO.: 724-6571**

CONTRACT

NO. CTN. WW-150000000000000000000062

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

**Intergovernmental Agreement
between****Pima County and the Pascua Yaqui Indian Tribe
for
Sewer Service**

This Intergovernmental Agreement ("Agreement") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Pascua Yaqui Indian Tribe of Arizona, a federally recognized Indian Tribe pursuant to 25 U.S.C. § 1300f, and the Indian Reorganization Act of 1934 ("Tribe") (collectively "Parties").

Recitals

- A. County and Tribe may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*
- B. The Pascua Yaqui Tribal Council is authorized by Section 1(a) of Article VI of the constitution of the Pascua Yaqui Tribe to negotiate, approve, and enter into agreements with federal, state, and local governments on behalf of the Pascua Yaqui Tribe.
- C. County is authorized by A.R.S. § 11-264 to operate a sewer collection and treatment system.
- D. County, through its Regional Wastewater Reclamation Department ("RWRD"), operates a wastewater conveyance and treatment system that provides wastewater service to the Pascua Yaqui Reservation, commonly referred to in this Agreement as the "Pascua Pueblo" and graphically depicted in Exhibit A.
- E. The parties desire continuation of this wastewater service relationship under the conditions outlined in this Agreement.

NOW, THEREFORE, County and Tribe, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do enter into this Agreement that replaces all existing agreements between the parties related to the provision of wastewater service to the Pascua Pueblo. To that end, the parties do mutually agree as follows:

Agreement

1. **Purpose.** The purposes of this Agreement are to set forth the terms and conditions for future wastewater service to the Tribe under which (a) the Tribe is treated in all applicable instances like any other wastewater service customer; (b) the parties will resolve all outstanding past and present wastewater service, capacity allocation, and payment issues; and (c) the parties develop an agreed upon protocol for the provision of future wastewater service to the Pascua Pueblo.

2. **Definitions.**

Intergovernmental Agreement

2.1 Area Under Development means the property for which sanitary sewerage service is requested by Applicant, and the rights-of-ways and easements that abut this property.

2.2 Complex Loop means the four looped meters [Location I.D. 492538, 492546, 492558, 492572] supplying water to the Tribe's casino/hotel/conference center.

2.3 Connection Fee means the capacity fee paid to Pima County to connect to Pima County's Public Sewer Facilities under the applicable provisions of the Pima County Code as it may be revised over the term of this Agreement.

2.4 Effective Date means the date upon which both Parties have taken all actions necessary to empower the Parties to enter into and bind themselves to the terms, requirements, and obligations of this Agreement, and said Agreement has been finally approved and fully executed by the Parties.

2.5 Off-site Sanitary Sewerage Improvements means all sanitary sewerage construction necessary to physically connect On-site Sanitary Sewerage Improvements to an existing Public Sewer Facility.

2.6 On-site Sanitary Sewerage Improvements means all sewerage system facilities within the Area Under Development.

2.7 Pascua Pueblo means those Reservation lands currently held in trust for the Tribe by the United States of America on the Effective Date as shown in Exhibit A. In the event the Pascua Pueblo is expanded beyond its current boundaries, the Parties hereto will mutually amend Exhibit A hereto to include all legally connected structures in the expansion area.

2.8 Public Sewer Facilities means public gravity or pressure sewers, manholes and other access structures, chemical feed stations, flow metering stations, pumping facilities, treatment facilities and other appurtenances that are or will be part of the public sanitary sewerage system owned and operated by Pima County.

2.9 Regional Wastewater Reclamation Department Standards means the Pima County RWRD Standard Specifications and Details for Construction (2012 Edition) and the Pima County RWRD Engineering Design Standards (2012 Edition) as amended or augmented by RWRD, which by this reference are made a part of this Agreement.

2.10 Winter Quarter Average or WQA means the average monthly-metered water flow in gallons for the months of December, January, and February.

3. **Term and Termination.** This Agreement shall be effective on the Effective Date and shall continue for a period of twenty-five (25) years thereafter, unless it is terminated by

written agreement of the parties or by the Tribe as provided for in subsection 3.1 of this Agreement. Upon the expiration of the twenty-five (25) year term, this Agreement shall be automatically renewed for successive twenty-five (25) year terms thereafter, unless terminated by written agreement of the parties or by the Tribe as provided for in subsection 3.1 of this Agreement.

- 3.1 Subject to the notice requirement of subsection 3.2, nothing in this Agreement is intended to preclude the Tribe from terminating this Agreement should the Tribe construct or develop a wastewater treatment plant or take some other action that eliminates the Tribe's need for sewer service under this Agreement.
- 3.2 The Tribe shall provide the County with at least two (2) year's notice of its intent to terminate this Agreement pursuant to subsection 3.1.
- 3.3 In the event the Tribe exercises the right of termination permitted by subsections 3.1 and 3.2, the Tribe shall work cooperatively with the County regarding the Tribe's disconnection from the County's Public Sewer Facilities.

4. **Provision of Service.** For the term of this Agreement, County agrees to provide wastewater conveyance and treatment services to the Pascua Pueblo as it now exists and as it may exist in the future under the same terms and conditions applicable to any other RWD customer.

5. **Supersession of Past Agreements.** The parties agree that, by entering into this Agreement, it is the intent of both parties that all past agreements between the parties regarding provision of sewer service to the Pascua Pueblo are hereby superseded and replaced by this Agreement.

6. **Resolution of Connection Fee Controversy.**

- 6.1 The parties represent to each other that they have diligently sought and transferred to the other party all available data concerning the historical payment and receipt of Connection Fees for all commercial, residential and administrative structures on the Pascua Pueblo that: (a) are connected to the Public Sewer Facilities; (b) are connected to public or private water supply systems; and (c) for which the Tribe has paid or should have paid Connection Fees. A summary of the accounting prepared by the County in cooperation with the Tribe is attached hereto as Exhibit B.
- 6.2 In addition to the accounting required by subsection 6.1, the parties have worked cooperatively to field verify all commercial, residential and administrative water connections on the Pascua Pueblo, which are depicted in Exhibit C.
- 6.3 Exhibit D identifies all outstanding connection fees related to new Tribal connections to the Public Sewer Facilities. Those fees total \$1,243,784.40. The Tribe agrees that, within thirty (30) days of the Effective Date of this Agreement, the Tribe shall pay the County one-half of the total fees due and owing under this

Agreement (\$621,892.20). The Tribe shall pay the remaining balance due and owing under this Agreement (\$621,892.20) on or before June 30, 2014, expiration of the twenty-

6.4 The parties agree that, as of the Effective Date of this Agreement, the "Capped Flow" for the Complex Loop shall be 4,000,000 gallons (5,347 ccf (hundred cubic feet)) based upon the Winter Quarter Average.

6.5 The parties agree that, once the payment in Section 6.3 has been made, no additional Connection Fee payments will be sought by County and no additional Connection Fee refunds will be sought by Tribe for existing connected structures located on the Pascua Pueblo on the Effective Date, regardless of whether the connected structure is listed in Exhibit B or depicted on Exhibit C, provided, however, that:

6.5.1 if the WQA for the Complex Loop exceeds the Capped Flow amount, additional Connection Fees will be due based on the increased flow amount (the "Additional Flow") from the Complex Loop entering the Public Sewer Facilities. Additional Flow will be calculated by taking the difference between the Capped Flow amount and the WQA. The additional connection fees due will be calculated using the following formula: Fees = AF x CC x I ÷ 30 days/month

Where:

AF = Additional Flow in gallons/month; and

CC = the cost of capacity reserved in \$/gallon/day, as it may be periodically adjusted by the County (currently, \$16.02/gallon/day); and

I = the infiltration and inflow factor defined in the Pima County Code as it may be amended (currently 1.175; P.C.C. § 13.20.045(A)).

Following payment of the additional connection fees, the Capped Flow amount will be adjusted upward to include the Additional Flow amount.

6.5.2 if: (a) a property currently listed in Exhibit B as residential is converted to a commercial/industrial/multifamily use, as those terms are defined in the Pima County Code, as amended, or (b) a property listed as commercial/industrial/multifamily in Exhibit B changes use or increases water meter size; or (c) an existing structure is connected to the Public Sewer Facilities for the first time; the project will be reviewed by County, and possible additional Connection Fees will be due to the County pursuant to the then applicable provisions of the Pima County Code.

6.5.3 The County agrees to provide prompt written notice to the Tribe as required by this Agreement when it independently determines that

additional Connection Fees are due and owing under subsections 6.5.1 and 6.5.2. The Tribe shall be entitled to a copy of all information, data and analyses upon which the County has made such a determination.

6.5.4 The Tribe agrees that it will provide County with prior notice of new connections to the Public Sewer Facilities and of increases in water meter size.

7. Payment of Future User and Connection Fees.

7.1 The Tribe shall be responsible for the payment of Connection Fees for any new connections to Public Sewer Facilities made within the Pascua Pueblo or any increase above the Capped Flow amount after the Effective Date of this Agreement under the same terms and conditions as any other customer. Fees shall be calculated using Section 13.20.045 of the Pima County Code, as amended, or such other provisions of the Pima County Code as may be applicable at the time of connection or upon an exceedence of the Capped Flow amount triggering a Connection Fee increase pursuant to subsection 6.5.1 of the Sewer Facilities Agreement.

7.2 The Tribe agrees that the provisions of Pima County Code, Chapter 13.24, *Sanitary Sewer User Fees*, as amended, or such other provisions of the Pima County Code as may be applicable at the time of connection, shall apply to all connections made on the Pascua Pueblo to the Public Sewer Facilities.

8. Capacity Allocation and Augmentation.

8.1 The Southeast Avra Valley Sub-Basin study (commissioned by the Tribe) completed July 27, 2010 (the "Sub-Basin Study"), previously determined that: (a) a section of the sewer serving the Tribe's then planned Hotel, Spa and Conference Center (the "Development") will not have sufficient conveyance capacity to serve the long term needs of the sub-basin in conjunction with other planned developments in the area; and (b) augmentation of the sewer will be required.

8.2 The Avra Valley Basin Sewer Augmentation Alignment Study (commissioned by the Tribe), completed January 28, 2011 (the "Alignment Study") explored three augmentation scenarios to potentially identify and relieve potential capacity needs identified in the Sub-Basin Study. Through the Alignment Study, County selected Alternative Alignment No. 2 as the most advantageous augmentation project (the "Augmentation").

8.3 Pursuant to Section 4.1 of the "Intergovernmental Agreement between Pima County and the Pascua Yaqui Indian Tribe for Interim Sewer Service," dated December 20, 2011 (the "Interim IGA"), and Section 3.2 of the Intergovernmental Agreement Between Pima County and the Pascua Yaqui Indian Tribe for the Construction of Public and Private Sewer Facilities and Provision of Sewer Service to the Multipurpose Justice Center," dated December 6, 2011 (the "Justice Center IGA"), the Tribe committed to constructing the Augmentation, subject to (a) the Tribe's potential decision to construct its own wastewater

treatment facility, or (b) the Tribe's right, pursuant to Section 4.2 of the Interim IGA, to demonstrate that the additional needed capacity "has already been paid for and/or secured for the benefit of the Tribe such that construction of the Augmentation . . . is not necessary or practicable under the circumstances."

- 8.4** During the pendency of this Agreement, the Tribe will, with the exception of flows being treated in an On-site Wastewater Treatment Facility (as that term is defined at A.C.C. R18-9-101(27)), direct all wastewater flows to the Public Sewer Facilities for treatment in County wastewater reclamation facilities.
- 8.5** As a condition of the October 1990, Memorandum of Understanding between, among others, the Tribe and County, the County agreed to allocate "sewer capacity sufficient to service 1,000 additional housing units." As of the date of this Agreement, the parties agree that the County has allocated capacity for residential and commercial uses equivalent to 290 houses within the Pascua Pueblo leaving capacity for 710 houses (or approximately 180,200 gallons per day ("gpd") of flow based on the County standard of 253.8 gpd per house) to be allocated to new connections to the Public Sewer Facilities on the Pascua Pueblo.
- 8.6** In exchange for the Tribe relinquishing its claim to the 180,200 gpd in remaining capacity granted under the 1990 Memorandum of Understanding, the County agrees that it will design and construct the Augmentation at no cost to the Tribe.
- 8.7** Further, for a period of five (5) years following execution of this Agreement, the County will not request and the Tribe shall not be required to construct or contribute to the cost of expanding or constructing additional Public Sewer Facilities to accommodate capacity demands resulting from residential construction within the Pascua Pueblo. For purposes of this subsection, "residential construction" means the construction of single family and multi-family housing on the Pascua Pueblo. Notwithstanding this subsection, the County may require the Tribe to construct On-site Sanitary Sewerage Improvements and/or Off-site Sanitary Sewerage Improvements in order to serve the residential developments authorized by this waiver.
- 8.8** The five-year waiver described in subsection 8.7, above, does not apply to commercial development by the Tribe, either inside or outside the Pascua Pueblo.
- 8.9** Except as provided for in subsections 8.6 and 8.7, nothing in this Section 8 is intended to preclude the County from requesting that the Tribe design and construct an over-sizing, augmentation and/or flow through project in the future under the same terms and conditions as would be applicable to any other RWRD sewer customer should a valid capacity analysis demonstrate that capacity is not currently available in the Public Sewer Facilities to serve a proposed Tribal development pursuant to Section 13.20.026 of the Pima County Code as amended, or such other provisions of the Pima County Code as may be applicable at the time of the proposed Tribal development.

8.10 County agrees to make available to the Tribe all underlying analyses, studies, the Tribe's right estimates, capacity commitments and other documents and information relied upon by the County to determine that capacity in its Public Sewer Facilities is not currently available to serve a proposed Tribal development so that the Tribe can validate the County's capacity determination and determine that the Tribe is being treated under the same terms and conditions as any other RWRD sewer customer. If the Tribe disputes the validity of the County's capacity analysis, the Tribe and the County shall meet and confer in good faith to resolve the dispute.

9. Best Management Practices

9.1 The parties acknowledge and agree that it is in the best interest of both parties to develop protocols governing management of the Public Sewer Facilities located within the Pascua Pueblo.

9.2 The parties acknowledge and agree that, for the Term of this Agreement, County is responsible for the operation and maintenance of the Public Sewer Facilities located within the Pascua Pueblo. The Tribe will provide the County or its designee(s) with reasonable access to and across the Pascua Pueblo for the purposes of constructing, maintaining, and operating the Public Sewer Facilities, including flow monitoring and the sampling of discharges to the sewer. For the purposes of this Agreement, "reasonable access" shall mean access upon the Tribe's receipt of 24-hours notice to the Tribe indicating that such access is required. In the event of an emergency, 24-hour notice shall not be required, provided that the County shall undertake its best efforts to provide notice to the Tribe in as timely a manner as possible. The parties shall agree upon an appropriate manner of notice sufficient to meet the intent of this subsection.

9.3 The County shall cooperate with the Tribe and use its best efforts to minimize any negative impact arising from its access or that of its designees to the Public Sewer Facilities located on the Pascua Pueblo under subsection 9.2 where the construction, maintenance, and operation of the Public Sewer Facilities facilitated by such access has the potential to negatively impact Tribal events or business activities.

9.4 To ensure that conveyance and treatment system requirements are properly monitored, the parties will develop a method to track: (a) proposed new Pascua Pueblo connections to the Public Sewer Facilities; and (b) changes in upstream property use for existing connections to Public Sewer Facilities within the Pascua Pueblo.

9.5 The Tribe agrees that it will not approve construction of non-roadway structures or improvements over the Public Sewer Facilities within the Pascua Pueblo.

9.6 During the Term of this Agreement, the parties will develop, and keep current, an enforceable industrial wastewater control program paralleling Pima County Code, Chapter 13.36, *Industrial Wastewater*, as amended, that will apply to commercial

and industrial dischargers located within the Pascua Pueblo, to make available to the
Pascua Pueblo capacity and requirements and to

9.7 The Parties agree to develop a communications protocol that includes, at a minimum, annual meetings between the Parties' staffs to discuss, among other things, issues relating to system operations, best management practices, and future Tribal wastewater system capacity requirements.

10. Miscellaneous Provisions.

10.1 Indemnification. Each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other Party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

10.2 Entire Agreement. This instrument constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

10.3 Amendment. This agreement shall not be modified, amended, altered or changed except by written agreement signed by both Parties.

10.4 Negotiation. This Agreement has been arrived at by negotiation and shall not be construed against the Party who prepared the last draft.

10.5 Intentions. All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the recitals hereof.

10.6 Captions and Headings. Captions and headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

10.7 Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of the other Party in an attempt to reach an agreement on a substitute provision.

10.8 Governing Law. This Agreement shall be governed by the laws of the State of Arizona.

10.9 Compliance with Laws. The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards, and executive orders without limitation to those designated within this Agreement. The provisions of Executive Order Number EO 2009-090 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.

10.10 No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement. This Agreement shall not create any right to any person or entity as a third party beneficiary.

10.11 Insurance. Each Party shall obtain and maintain at its own expense, during the entire term of this Agreement, insurance coverage consistent with statutory requirements and internal guidelines. Parties to this agreement shall provide thirty (30) days written notice to all Parties to this Agreement of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

10.12 Waiver. Waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant, or condition, or of any subsequent breach of the same, or of any other term, covenant, or condition herein contained.

10.13 Limited Waiver of Sovereign Immunity. Neither Party will assert sovereign immunity as a defense with regard to any action to enforce this Agreement. The Parties consent to the Jurisdiction of the Superior Court of the State of Arizona, with venue in Pima County Superior Court.

10.14 Remedies. Either Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

10.15 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of successors and assigns of the Parties. The Tribe may not assign this Agreement without prior written approval by County, which approval shall not be unreasonably withheld.

10.16 Conflict of Interest. This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

10.17 Non-Appropriation. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, Pima County shall have no further obligation to the Tribe other than for payment for services rendered prior to cancellation.

10.18 Worker's Compensation. Each Party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of Worker's Compensation benefits for its employees.

10.19 No Joint Venture. It is not intended by this Agreement, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between County and any Tribal employees, or between the Tribe and any County employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

10.20 Notice. All notices, demands, instructions, approvals or other communications required or permitted to be given hereunder shall be in writing and shall become effective twenty-four (24) hours after such are deposited in the United States mail, certified, postage prepaid, addressed as shown below, or to such other address as either Party hereto may from time to time designate in writing:

Pima County:

Director
Pima County Regional
Wastewater Reclamation Dept.
201 N Stone, 8th Floor
Tucson, AZ 85701

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

Pascua Yaqui Tribe:

Chairman
Pascua Yaqui Tribe
7474 S. Camino de Oeste
Tucson, AZ 85757

With copies to:

Office of the Attorney General
7777 S. Camino Huivisim, Bldg. C
Tucson, AZ 85757

Land Development Director
Land Department
7474S. Camino De Oeste

10.21 Legal Authority. Neither Party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and the Tribe has caused this Intergovernmental Agreement to be executed by the Pascua Yaqui Tribal Council and attested to by the Secretary of the Tribal Council.

PIMA COUNTY:

Chairman, Board of Supervisors

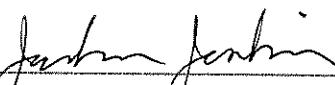
ATTEST:

Clerk of the Board

Date: _____

Approval

The foregoing Intergovernmental Agreement between Pima County and Pascua Yaqui Tribe has been reviewed by the undersigned, and is hereby approved as to content.


John Jenkins
Director, Pima County Regional
Wastewater Reclamation Department


Robert G. Miller
Attorney General
Pascua Yaqui Tribe

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Pascua Yaqui Tribe has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under either the laws of the State of Arizona or the laws of the Pascua Yaqui Tribe to those Parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:

Deputy County Attorney
CHARLES WESSELHOFT

Commercial Connections - Connection Fees		Address	Verified Meter Number	Verified Meter Size	Field Verified
Facilities Management Bldg	4503 W. Calle Torim		03192772	2"	8/16/2013
Maintenance	4503B W. Calle Torim				
Fire Station #27	4631 W. Calle Torim	18227309	2"	8/16/2013	
PROSECUTOR MODULAR / aka Nursing Program	4725A W. Calle Tetakusim	11512531	5/8"		
ENROLLMENT MODULAR / aka Public Defender	4725B W. Calle Tetakusim	11512530	5/8"	8/16/2013	
LAND MODULAR / aka Yoeme Health Plan	4725C W. Calle Tetakusim	11513158	5/8"		
Court House Modular Bldg	4701 W. Calle Tetakusim	11515382	1"	10/3/2013	
Housing Maintenance Facility	4781 W. Calle Torim	03048774	2"	8/16/2013	
Head Start	5060 W. Calle Tetakusim	17384045	2"	8/16/2013	
Concession Stand at Pueblo Park	5303 W Calle Torim, #001		06568077B	2"	8/16/2013
Restroom Facility at Pueblo Park	5303 W Calle Torim, #002				
Wellness Center	5305 W. Calle Torim	06568120	2"		
POOL BLDG @ Wellness Center	5305 W. Calle Torim	35739752	2"	8/16/2013	
		No 1" at this location			10/3/2013
Sewallo Golf Course	5655 W. Valencia				
<u>Buildings Include:</u> • Maintenance Facility • Comfort Station • Starter Shack	Maintenance Facility	22254306	1"		
	Comfort Station #1	22263604	5/8"	10/3/2013	
	Comfort Station #2	22263592	5/8"		
	Starter Shack	22265994 / 73964203	2" / 4"		
CASINO DEL SOL	5655 W. Valencia				
<u>Facility Includes:</u> • Hotel • Spa • Expanded Convention Center • Pool / Cabana • Laundry • Casino		16774197	4"		
		17384699	w/ one 1.5" Bypass	8/16/2013	
		1634396	6"		
		66080728	w/ one 1.5" Bypass		
Chevron Gas Depot - Retail Plaza	5405 W. Valencia				
Health Center / Dental Clinic Addition		36636888	1"		
		11566038	2"	8/16/2013	
		95428772	2"		
		43964358	2"		
		95428773	2"		
Casino of the Sun		9542856	2"		
PYT Radio Station	7406 S. Camino De Oeste	2976133	2"	8/16/2013	
		21128366	5/8"		
		29778802	5/8"		
GOVERNMENT COMPLEX	7474 S Camino de Oeste	06568074	5/8"	8/16/2013	
<u>Buildings include:</u> • Administration • Human Resources • Chambers • Alt Medicine • Procurement • TERO • Centered Spirit • Centered Spirit • Land Department/Development Services • Internal Audit • Education • Sewa Uuslm					
LIOQUE SENIOR CTR	7601B S. Camino Benem	06023120	5/8"		
Language Culture / Trad Arts	7601A S. Camino Benem	06385738	5/8"	8/16/2013	
Multi-Purpose Justice Center	7777 S. Camino Huivism	21282823	2"	8/16/2013	
Education Center	5100 W. Calle Tetakusim	22256846	2"	8/16/2013	

BUILDINGS ORIGINALLY PAID AS RESIDENTIAL & LATER CONVERTED TO BUSINESS	Address	Verified Meter Number	Water Meter Size	Field Verified
VACANT	CALLE TAROOK_4881	43288750	5/8"	8/16/2013
HOUSING	CALLE TETAKUSIM_472	1151352	5/8"	8/16/2013
VITA PGM IT SERVER RM IT ADULT EDUC.	CALLE TETAKUSIM_472	96300349	5/8"	8/16/2013
TANF TANF YOUTH MINISTRY	CAMINO BENEM_7465	29255447	2"	10/3/2013
PREVENTION HOUSE SEWA Uuslm	CAMINO COCOIM_7409	92165888	5/8"	10/3/2013
YOME YOUTH COUNCIL	CAMINO COCOIM_7417	08040249	5/8"	10/3/2013
CIRCLES OF CARE	CAMINO COCOIM_7433	11231873	5/8"	10/3/2013
YOME TEKIA	CAMINO POTAM_7510	0503749	5/8"	8/16/2013
MEN'S PATH	CAMINO VAHCOM_7402	7036960	5/8"	8/16/2013
HR ANNEX / WIA	CAMINO VAHCOM_7410	92478040	5/8"	8/16/2013

VAHCOM HOUSE	CAMINO VAHCOM_7426	29286483	5/8"	8/16/2013
VACANT	VAI SEVOI_4880	43289884	5/8"	8/16/2013
DIABETES PREVENTION	VAI SEVOI_4960	43288510	5/8"	8/16/2013

BUILDINGS ORIGINALLY GRANDFATHERED IN	Address	Verified Meter Number	Water Meter Size	Field Verified
SOCIAL SVCS LEGAL SVCS	CALLE TETAKUSIM_473	37562048	5/8"	8/16/2013
LEGAL SERVICES	CAMINO RAHUM_7454			
EDUCATION RESOURCES HIGH SCHOOL INTEL CLUB	CALLE VICAM_4747	21144460	5/8"	8/16/2013
ERC MODULAR				
OLD GYM	CALLE VICAM_4821	29255774 4403204	1" 2"	8/16/2013
CHURCH MULTIPURPOSE SOCCER FIELD	CAMINO BENEM_7455	3315937	5/8"	8/16/2013
LIBRARY LIBRARY MODULAR	CAMINO COCOIM_7441	08040377	5/8"	10/3/2013
CEMETARY MNT CALVANO	OMOKOL_5249 W	36636898	1"	8/16/2013
BOYS & GIRLS CLUB	CALLE TORIM_5010	99000435	5/8"	10/3/2013

PENDING PERMITS (Fees Still Due) 6/5/2012:
 PT12S00816-Sewailo Golf Course/Maintenance Facility -- \$9,528 Due
 PT12S00817-Sewailo Golf Course/Comfort Sta. -- \$12,175 Due
 PT12S00818-Sewailo Golf Course/Starter Shack -- \$12,175 Due

Casino Del Sol Resort, Spa & Conference Ctr --
 APPLIED PERMITS (Fee Still Due) 1/26/2011:
 PT11S00111--\$351,414/Convention Ctr-Casino Remodel/Addn.
 PT11S00112--\$550,614 / Hotel. PT11S00113--\$48,214 / Pool & Cabana.
 PT11S00114--\$28,332 / Casino Warehouse & Laundry. PT11S00115--
 \$8,448 / Casino Mock-up Bldg.

*Varies based on capacity

EXHIBIT B

Residential and Commercial Connections

B-1 PYT Residential Connections **Pages 1 thru 4**

B-2 PYT Commercial Connections **Pages 1 thru 3**

Pascua Yaqui Residential Accounting - Exhibit B-1

Residential Connections - Connection Fees		Payment	PC Plan Numbers and Bills of Sale	PYHA Project Numbers	Number of Residential Lots / Homes	Number of Commercial Lots / Bldgs	Pascua Pueblo Units	IHS TU Numbers	Notes
Per 10-25-1985 memo - 15 misc lots 1980 MOA	\$5,367.60 ck#13015 (10-22-1985)	G-80-62 Docket: 6805 Page: 892-894 Recorded: 6-18-1982	-	-	15	-	-	79-427	New Pascua Village Sewerage System
Per letter dated 5-9-2003 - No fees due for AZ 40-1 through AZ 40-8 Existing lots Grandfathered per Hitz & Deckard / Kathy.M. Chavez Director	Per 6-1-1984 PYHA memo -for 48 homes, 12-unit duplex (Elderly Housing), PYHA office	\$18,785 (1981)	G-80-63 Docket: 7301 Page: 712 Recorded: 6-11-1984	40-1	60	1	-	-	New Pascua Village
	AZ 40-2 (for 60 houses)	\$30,099.60 (1984)	G-85-05 Recorded Bill of Sale not Available	40-2	60	-	-	-	Off-Site Sewers
	Per 9-17-85 memo - AZ 40-3, lots 1-40	\$16,192.26 ck# 04147 (9-11-85)	I-85-206 Docket: 8937 Page: 1232 Recorded: 12-11-90	40-3	40	-	Unit 3	-	Includes Lots 1-43
	GRANDFATHERED	----	I-85-212 Docket: 8937 Page: 1228 Recorded: 12-11-90	40-4	50	-	Unit 4	-	Includes Lots 1-50, Tracts A, B, & C
	Per 4-28-1986 memo - 93 homes + Housing Authority Bldg	\$50,931.19 ck#004821 (4-28-86)	I-85-213 Docket: 8937 Page: 1230 Recorded: 12-11-90	40-5	93	1	Units 5 & 7	-	
	GRANDFATHERED	-----	I-85-233 Docket: 8937 Page: 1234 Recorded: 12-11-90	40-6	51	-	Unit 6	-	Includes Lots 1-51

Residential Connections - Connection Fees		Payment	PC Plan Numbers and Bills of Sale	PYHA Project Numbers	Number of Residential Lots / Homes	Number of Commercial Lots / Bldgs	Pascua Pueblo Units	IHS TU Numbers	Notes
	GRANDFATHERED	—	G-86-54 Docket: 8937 Page: 1226 Recorded: Aug-1990	40-7	79	-	Units 8 & 9	-	Unit 8 = 13 lots total / Unit 9 = 134 lots total Unit 8 had 13 of 13 lots connected with I-86-223 Unit 9 had 66 of 134 lots connected under I-86-223
	GRANDFATHERED	—	I-86-223 Docket: 8937 Page: 1236 Recorded: 12-11-90	40-8	54	-	Unit 10	-	Unit 10 had 54 of 99 lots connected with I-86-223 Bill of Sale notes includes Blocks 42, 43, 44, 51 & 52
Per email 4-5-2001: \$200,000 was paid per the 1990/1991 MOA & 1995 Transfer Agreement for contribution to Pascua Yaqui Lift Station Relief Sewer	\$200,000	G-88-120 Recorded Bill of Sale not Available				-			Lift Station Relief Sewer
Pre 1990 MOU			SUBTOTAL	502					

Residential Connections - Connection Fees	Payment	PC Plan Numbers and Bills of Sale	PYHA Project Numbers	Number of Residential Lots / Homes	Number of Commercial Lots / Bldgs	Pascua Pueblo Units	IHS TU Numbers	Notes
PT03S00927 for 40-9, 40-10, & 40-11 (131 lots) (Mislabeled as 7474 S Camino de Oeste) Per the 5/9/2003 letter	\$169,356 (8-6-2003)	G-89-89 Docket: 10367 Page: 2048 Recorded: 7-15-96	40-9 40-10	37 45	- -	Unit 9 Unit 10	- -	Currently 113 lots instead of 131, an 18 lot not paid
		G-91-026 Docket: 10367 Page: 2044 Recorded: 7-16-96	40-11	31	-	Unit 9	90-469 (per MOA) / 91-469 (per Transfer Agreement)	
	\$87,515.00 (7-1-2010) Payment with interest and admin fee	G-92-058 Docket: 10367 Page: 2046 Recorded: 7-16-96	40-12/ 40-13	39	-	Unit 11 Lots 1-39	91-477 & 91-478	Bill of Sale lists: 40-12 and 40-13, Lots 1-39 42 lots were paid, PYT over paid by 3 lots, (address not available)
Offsite Sewer Extensions (no connections)		G-93-089 Docket: 10367 Page: 2042 Recorded: 7-16-96	40-12/ 40-13			Unit 11	91-477 & 91-478	
	\$53,837 (1998) 64 lots 40-14 is 24 lots 40-15 is 40 lots	G-94-081 Docket: 10720 Page: 404 Recorded: 12-5-97	40-14	26		Unit 11 Lots 40-53 & 55-63 & Taps for Lots 54, 64, & 65		Bill of Sale dated December 5, 1997 lists G-94-081 for Project 40-14; Lots 40-53, 55-63, 54, 64, & 65 Lots 54 and 64 paid (7521 & 7522 Kava Voo) for with Habitat for Humanity
(Unit 12 total 45 Lots, - Mislabeled as 7400 S Sheridan)	\$16,360 (7-1-2010) Habitat for Humanity 7 lots (2 lots in Unit 11 and 5 lots in Unit 12)	G-94-102 (12-15-2007 ltr request to PYT for execution of document)	40-15	45		Unit 12 Lots 1-9, 20-38, 44-55 & Taps for Lots 39-43		The entire Unit 12 consists of a total of 71 lots. This total includes the additional 26 lots paid for July, 2010 Lots 39,(not part of the H for H) 40, 41, 42, 43 respectively (7881, 7882, 7891, 7892 7902 Malla Mecha Voo).

Residential Connections - Connection Fees	Payment	PC Plan Numbers and Bills of Sale	PYHA Project Numbers	Number of Residential Lots / Homes	Number of Commercial Lots / Bldgs	Pascua Pueblo Units	IHS TU Numbers	Notes
Offsite Sewer line Extension (no connections)	----	G-94-107 Docket: 10758 Page: 1180 Recorded: 1-27-98	40-14 and 40-15			Unit 12		Offsite Sewer Bill of Sale dated January 27, 1998 lists G-94-107 as serving both Projects 40-14 and 40-15.
Unit 12, 26 undeveloped lots	\$127,374.00 (7-1-2010)	G-2007-113 (No existing microfilm or evidence of recordation)		26		Unit 12 Lots 10-19, 56-71		Advanced payment for 26 lots Only documentation is the Bill of Sale for the sewer lines that identifies Unit 12. Includes Lots 10-19, and 56-71.
	Fees Pending Listed in Exhibit D	G-2008-046		21	-	Unit 13 Lots 1-21	-	Unit 13 consists of 43 lots. Lots 1 thru 21 are constructed. Connection fees for the 21 lots are included in the 2014 "Exhibit B Fees Due" list. The remaining 22 lots are undeveloped at this time.
Elderly Multi-Family Housing / PT03S00811	\$18,824 (2-20-2003)			20				Elderly Multi-Family Housing / 7547B S. Camino Benem
Post 1990 MOU			SUBTOTAL	290				
	1,000 Residential Units added per IGA			1,000				
	Remaining Homes with Capacity			710				

Version - June
26 2014

Commercial Connections - Connection Fees	Address	Payment	Verified Meter Number	Verified Meter Size	Field Verified
Facilities Management Bldg	4703 W. Calle Torim	\$11,969.00 (7-1-2010) PT10S01263 (\$9,083 interest pd)	03192772	2"	08/16/2013
Maintenance	4703B W. Calle Torim				
Fire Station #27	4631 W. Calle Torim	\$21,186.00 (6-10-2003) PT03S02434	18227309	2"	08/16/2013
PUBLIC DEFENDER (Office Modular)	4721 W. Calle Tetakusim	\$418.10 (2-25-1997) PT97S00622	(address no longer exists)		
PROSECUTOR MODULAR / aka Nursing Program	4725A W. Calle Tetakusim	\$1,455.00 (3-22-2001) PT01S00241	11512531	5/8"	
ENROLLMENT MODULAR / aka Public Defender	4725B W. Calle Tetakusim	\$1,455.00 (3-22-2001) PT01S00240	11512530	5/8"	08/16/2013
LAND MODULAR / aka Yoeme Health Plan	4725C W. Calle Tetakusim	\$1,247.00 (3-22-2001) PT01S00239	11513158	5/8"	
Court House Modular Bldg	4701 W. Calle Tetakusim	\$2,703.00 (3-22-2001) PT01S00238	11515382	1"	10/03/2013
Housing Maintenance Facility	4781 W. Calle Torim	\$13,895.00 (4-20-2004) PT04S00001	03048774	2"	08/16/2013
Head Start	5060 W. Calle Tetakusim	\$15,461.00 (10-15-2001) PT1S04195	17384045	2"	08/16/2013
Concession Stand at Pueblo Park	5303 W Calle Torim, #001	\$28,003.00 (6-15-2010) PT10S01110	06568077B	2"	08/16/2013
Restroom Facility at Pueblo Park	5303 W Calle Torim, #002	\$15,401.00 (6-24-2010) PT10S01186			
Wellness Center - GYM	5305 W. Calle Torim	\$10,555.00 (6-24-2010) PT06S05386	06568120	2"	08/16/2013
Wellness Center -- Pool Bldg	5305 W. Calle Torim	\$12,701.00 (6-24-2010) PT06S05388	35739752	2"	
Sewall Golf Course	5655 W. Valencia	Fees Pending Listed in Exhibit D No 1" at this location			10/03/2013
Buildings Include:	Maintenance Facility	22254306	1"		
• Maintenance Facility	Comfort Station #1	22263604	5/8"	10/03/2013	
• Comfort Station	Comfort Station #2	22263592	5/8"		
• Starter Shack	Starter Shack	22265994 / 73964203	2" / 4"		
CASINO DEL SOL	5655 W. Valencia	Fees Pending Listed in Exhibit D No 1" at this location			
Facility Includes:		16774197	4"		
• Hotel		17384699	w/ one 1.5" Bypass	08/16/2013	
• Spa		1634396	6"		
• Expanded Convention Center		66080728	w/ one 1.5" Bypass		
• Pool / Cabana		36636888	1"		
• Laundry		11566038	2"		
• Casino		95428772	2"	08/16/2013	
Chevron Gas Depot - Retail Plaza	5405 W. Valencia	43964358	2"		
Health Center / Dental Clinic Addition	7490 S.Camino De Oeste	95428773	2"		

Commercial Connections - Connection Fees	Address	Payment	Verified Meter Number	Verified Meter Size	Field Verified
Casino of the Sun (Bingo Relocation)	7406 S. Camino De Oeste	\$9,205.00 (7-7-2005) PT05S01891	9542856 2976133	2" 2"	08/16/2013
PYT Radio Station			21128366 29778802	5/8" 5/8"	
GOVERNMENT COMPLEX <u>Buildings Include:</u> • Administration • Human Resources • Chambers • Alt Medicine • Procurement • TERO • Centered Spirit • Centered Spirit • Land Department/Development Services • Internal Audit	7474 S Camino de Oeste	\$1,217 (12-7-2010) P10SR00002-Procurement (plus \$1,339.00 Interest) \$1,217 (12-7-2010) P10SR00003-Dev Svcs (plus \$1,339.00 Interest) \$1,217 (12-7-2010) P10SR00004-TERO & Land (plus \$1,339.00 Interest) \$1,217 (12-7-2010) P10SR00005-Int. Audit (plus \$1,339.00 Interest)	06568074	5/8"	08/16/2013
LIQUGE SENIOR CTR	7601B S. Camino Benem	\$18,426.00 (12-18-2006) PT05S07044	06023120	5/8"	08/16/2013
Language Culture / Trad Arts	7601A S. Camino Benem	\$9,123.00 (12-18-2006) PT05S07045	06385738	5/8"	
MULTI-PURPOSE JUSTICE CENTER <u>Facility Includes:</u> • Justice Center, PD, Prosecutors • Animal Shelter • A Garcia Auditorium, Attorney General • Justice Center Classrooms	7777 S. Camino Huiivism (originally addressed as 7791 S. Camino Huiivism)	\$316,557.00 (7-8-2011) PT11S00942	21282823 10000323 21317479	2" 3" 1.5"	08/16/2013 Verified by TW 08/16/2013
EDUCATION CENTER	5100 W. Calle Tetakusim	Fees Pending/ Listed in Exhibit D	22256846	2"	08/16/2013

BUILDINGS ORIGINALLY PAID AS RESIDENTIAL & LATER CONVERTED TO BUSINESS	Address	Payment	Verified Meter Number	Water Meter Size	Field Verified
VACANT	CALLE TAROOK_4881	Grandfathered by 2003 Ltr	43288750	5/8"	08/16/2013
HOUSING	CALLE TETAKUSIM_4720	Permit #38329	1151352	5/8"	08/16/2013
VITA PGM IT SERVER RM IT ADULT EDUC.	CALLE TETAKUSIM_4726	\$1,217.00 (12-7-2010) PT10SR00007 (\$1,339.00 interest pd)	96300349	5/8"	08/16/2013
TANF TANF YOUTH MINISTRY	CAMINO BENEM_7465	Grandfathered by 1981 Ltr (Paid as part of Prj #40-1)	29255447	2"	10/03/2013
PREVENTION HOUSE SEWA Uusim	CAMINO COCOIM_7409	Permit #30815 (11-17-1981)	92165888	5/8"	10/03/2013
YOEME YOUTH COUNCIL	CAMINO COCOIM_7417	Permit #30815 (11-17-1981)	08040249	5/8"	10/03/2013
CIRCLES OF CARE	CAMINO COCOIM_7433	Permit #30815 (11-17-1981)	11231873	5/8"	10/03/2013
YOEM TEKIA	CAMINO POTAM_7510	Assumed paid in 1981 (no fee documents found)	0503749	5/8"	08/16/2013
MEN'S PATH	CAMINO VAHCOM_7402	Permit #30815 (11-17-1981)	7036960	5/8"	08/16/2013
HR ANNEX / WIA	CAMINO VAHCOM_7410	\$844.00 (7-19-2010) PT10S01315 (\$1,338.00 interest pd)	92478040	5/8"	08/16/2013
VAHCOM HOUSE	CAMINO VAHCOM_7426	PT03S00927 (Paid as part of Prj #40-1 for \$169,356)	29286483	5/8"	08/16/2013
VACANT	VAI SEVOI_4880	Grandfathered by 2003 Ltr	43289884	5/8"	08/16/2013
DIABETES PREVENTION	VAI SEVOI_4960	Grandfathered by 2003 Ltr	43288510	5/8"	08/16/2013

BUILDINGS ORIGINALLY GRANDFATHERED	Address	Payment	Verified Meter Number	Water Meter Size	Field Verified
SOCIAL SVCS LEGAL SVCS	CALLE TETAKUSIM_4730	GRANDFATHERED	37562048	5/8"	08/16/2013
LEGAL SERVICES	CAMINO RAHUM_7454	GRANDFATHERED			
EDUCATION RESOURCES HIGH SCHOOL INTEL CLUB	CALLE VICAM_4747	GRANDFATHERED	21144460	5/8"	08/16/2013
ERC MODULAR		GRANDFATHERED			
OLD GYM	CALLE VICAM_4821	GRANDFATHERED	29255774 4403204	1" 2"	08/16/2013
CHURCH MULTIPURPOSE SOCCER FIELD	CAMINO BENEM_7455	GRANDFATHERED	3315937	5/8"	08/16/2013
LIBRARY LIBRARY MODULAR	CAMINO COCOIM_7441	GRANDFATHERED	08040377	5/8"	10/03/2013
CEMETARY MNT.CALVANO	OMOKOL_5249 W	GRANDFATHERED	36636898	1"	08/16/2013
BOYS & GIRLS CLUB	CALLE TORIM_5010	GRANDFATHERED	99000435	5/8"	10/03/2013

EXHIBIT C

Commercial Administrative Water Connection Field Baseline

Tucson Water Meter and Sewer Connection Area Index Map	Page 1
Area #1: Tucson Water Meter with Sewer Service & Map	Page 2 thru 3
Area #2: Tucson Water Meter with Sewer Service & Map	Page 4 thru 6
Area #3: Tucson Water Meter with Sewer Service & Map	Page 7 thru 8
Area #4: Tucson Water Meter with Sewer Service & Map	Page 9 thru 10
Water Meter with No Sewer Connections	Page 11

PYT Business Connections

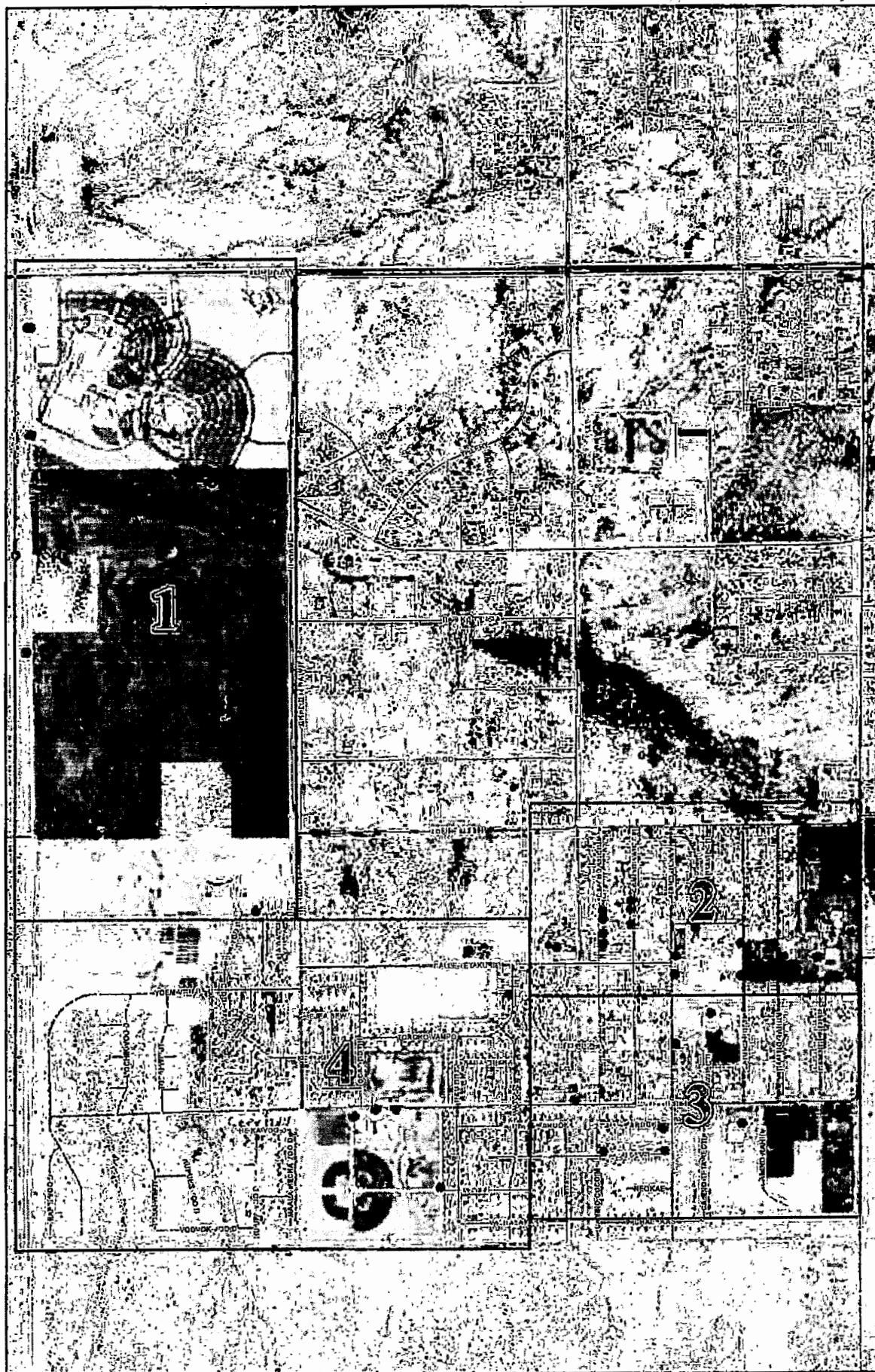


EXHIBIT C
WATER METERS WITH SEWER SERVICE ASSOCIATED WITH COMMERCIAL AND ADMINISTRATIVE PROPERTIES

Area #1					
New Casino			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
5405 W. Valencia Road	41	Chevron Gas Station	492538	6"	16774197
5655 W. Valencia Road	39	Casino Del Sol	492546	2"	17384699
	40	AVA Amphitheater	492558	4"	16349396
	73	Hotel Garage	492572	1.5"	66080728
Golf Course			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
5655 W. Valencia Road	Not Given	Maintenance Facility	615158	1"	22254306
		Comfort Station #1	615152	5/8"	22263604
		Starter Shack	615150	2"	22265994

PYT Business Connections

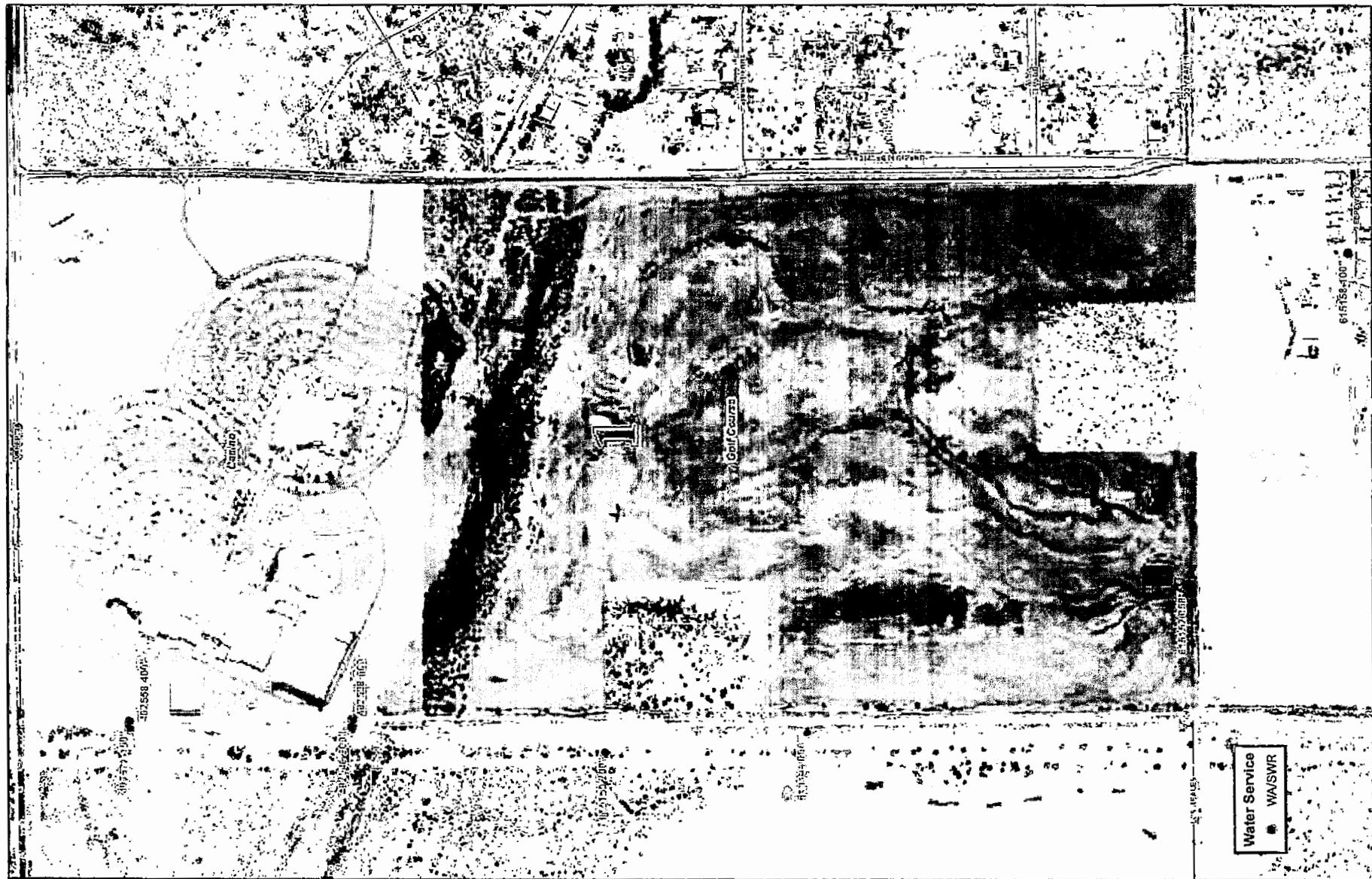


EXHIBIT C

WATER METERS WITH SEWER SERVICE ASSOCIATED WITH COMMERCIAL AND ADMINISTRATIVE PROPERTIES

Area #2			(1 of 2)		
Nursing Modular			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
4701 W. Calle Tetakusim	9	Court House Modular	488996	1"	11515382
4725A W. Calle Tetakusim	21	Nursing Program	488990	5/8"	11512530
4725B W. Calle Tetakusim	22	Public Defender	488994	5/8"	11512531
4725C W. Calle Tetakusim	23	Yoeme Health Plan	310754	5/8"	11513158
Old Casino			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
7406 S. Camino De Oeste	2	Casino of the Sun	414704	2"	95428656
	3	PYT Radio Station	414706	2"	29767133
Government Offices			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
7474 S. Camino De Oeste	4	Administration	311228	5/8"	06568074
	5	Human Resources			
	6	Chambers			
	7	Alt Medicine			
	14	Procurement			
	15	TERO			
	16	Centered Spirit			
	17	Centered Spirit			
	18	Land Department, Development Svcs			
	19	Internal Audit			
	35	Education			
	72	Sewa Uuism			
4720 W. Calle Tetakusim 7490 S. Camino De Oeste	13	Housing	311264	1"	36636888
	8	Health Center/Dental Clinic	420530	2"	11566038
			420526	2"	95428772
			311274	2"	43964385

EXHIBIT C

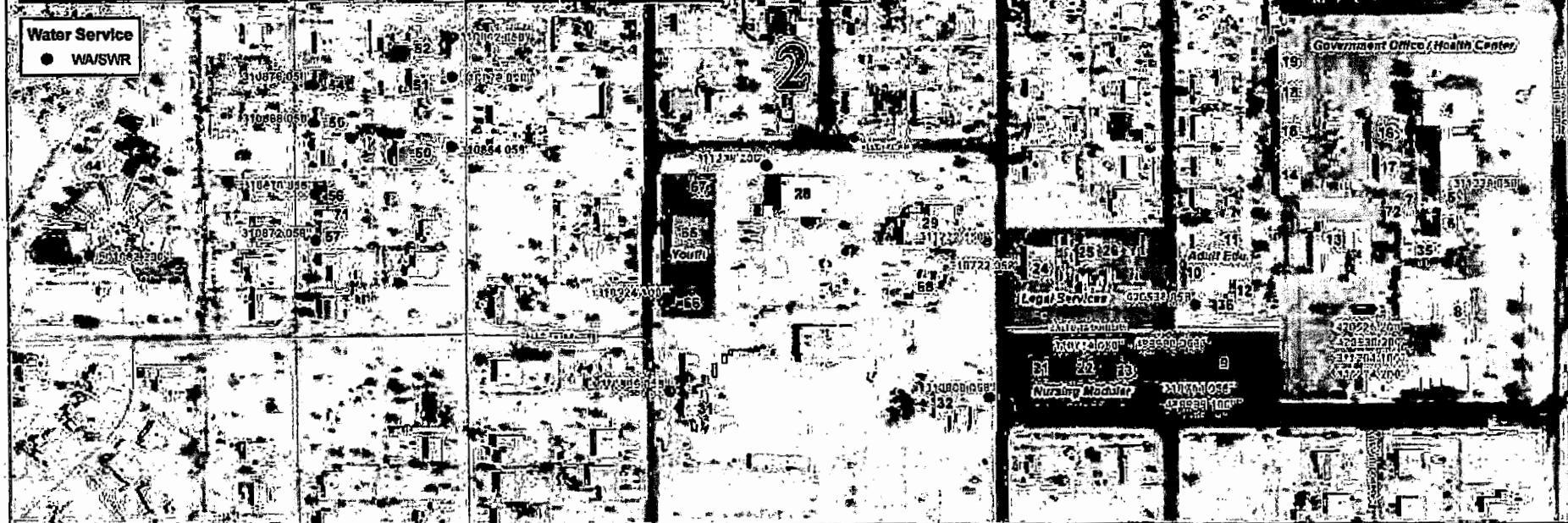
WATER METERS WITH SEWER SERVICE ASSOCIATED WITH COMMERCIAL AND ADMINISTRATIVE PROPERTIES

Area #2			(2 of 2)		
IT / Adult Education			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
4726 & 4726B W. Calle Tetakusim	10	VITA Program	420538	5/8"	96300349
	12	IT Server Room			
	36	IT			
	11	Adult Education			
Youth			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
7465 S. Camino Benem	65	TANF	310924	1"	29255447
	66	TANF			
	67	Youth Ministry			
Legal Services			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
4730 W. Calle Tetakusim	24	Social Services	310722	5/8"	37562048
	25	Legal Services			
7454 S. Camino Rahum	26	Legal Services			
Unnamed			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
7510 S. Camino Potam	32	Yuem Tekia	310808	5/8"	05030749
7426 S. Camino Vahcom	50	Vahcom House	310864	5/8"	29289483
7410 S. Camino Vahcom	51	HR Annex/WIA	310878	5/8"	92478040
7402 S. Camino Vahcom	52	Men's Path	310862	5/8"	07036960
7409 S. Camino Cocoim	54	Prevention House/SEWA Uusim	310876	5/8"	92165888
7417 S. Camino Cocoim	55	Yoeme Youth Council	310868	5/8"	08040249
7433 S. Camino Cocoim	56	Circles of Care	310870	5/8"	11231873
4747 W. Calle Vicam	29	Education Resources Center	311232	5/8"	21144460
		High School			
	68	Intel Club			
4821 W. Calle Vicam	28	ERC Modular			
4821 W. Calle Vicam	28	Old Gym	311238	2"	44032004
7455 S. Camino Benem	31	Church	310866	5/8"	30315937
7441 S. Camino Cocoim	57	Library	310872	5/8"	08040377
	71	Library Modular			

PYT Business Connections

ID	Building Name	Address	ID	Building Name	Address
2	Casino de Sun	7406 CAMINO DE OESTE	25	Legal Services	4730 CALLE TETAKUSIM
3	PYT Radio Station	7406 CAMINO DE OESTE	26	Legal Services	7454 CAMINO RAHUM
4	Admin	7474 CAMINO DE OESTE	28	Old Gym	4021 CALLE VICAM
5	Human Resources	7474 CAMINO DE OESTE	29	Education Rsc Ctrtl H School/ Intel Club	4747 CALLE VICAM
6	Chambers	7474 CAMINO DE OESTE	31	Church	7455 CAMINO BENEM
7	Alt Medicine	7474 CAMINO DE OESTE	32	Yoem Tekia	7510 CAMINO POTAM
8	Health Clinic	7490 CAMINO DE OESTE	33	Education	7474 CAMINO DE OESTE
9	TANF	4710 CALLE TETAKUSIM	36	IT	4726 CALLE TETAKUSIM
10	VITA Program	4726 CALLE TETAKUSIM	44	Headstart	5060 CALLE TETAKUSIM
11	Adult Education	4726 B CALLE TETAKUSIM	50	Vahcom House	7425 CAMINO VAHCOM
12	IT server room	4726 CALLE TETAKUSIM	51	HR Annex/MA	7410 CAMINO VAHCOM
13	Housing	4726 CALLE TETAKUSIM	52	Men's Path	7402 CAMINO VAHCOM
14	Procurement	7474 CAMINO DE OESTE	54	Prevention House/Sewa Uusim	7405 CAMINO COCOIM
15	Tero	7474 CAMINO DE OESTE	55	Yoeme Youth Council	7412 CAMINO COCOIM
16	Centered Spirit	7474 CAMINO DE OESTE	56	Circles of Care	7433 CAMINO COCOIM
17	Centered Spirit	7474 CAMINO DE OESTE	57	Library	7441 CAMINO COCOIM
18	Land Depart, Dev Services	7474 CAMINO DE OESTE	65	TANF	7465 CAMINO BENEM
19	Internal Audit	7474 CAMINO DE OESTE	66	TANF	7465 CAMINO BENEM
21	Nursing Program	4725 A CALLE TETAKUSIM	67	Youth Ministry	7465 CAMINO BENEM
22	Public Defenders	4725 B CALLE TETAKUSIM	68	ERC Modular	4747 CALLE VICAM
23	Yoeme Health Plan	4725 C CALLE TETAKUSIM	71	Library Modular	7441 CAMINO COCOIM
24	Social Services	4750 CALLE TETAKUSIM	72	Sewa Uusim	7474 CAMINO DE OESTE

Water Service
 WA/SWR



12/26/2013 Page 2



EXHIBIT C

7/20/2013

WATER METERS WITH SEWER SERVICE ASSOCIATED WITH COMMERCIAL AND ADMINISTRATIVE PROPERTIES

Area #3					
Senior Center			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
7601B S. Camino Benem	20	Liogue Senior Center	586540	5/8"	06385738
7601A S. Camino Benem	33	Language Culture/Trad Arts	310922	1.5"	21144456
Maintenance			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
4503 W. Calle Torim	47	Facilities Management	550608	2"	3192772
	82	Maintenance	311282	1"	36025653
Fire Station			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
4631 W. Calle Torim	38	Fire Station #27	528668	2"	18227309
Justice Center			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
7777 S. Camino Huivism	76	Justice Center, PD, Prosecutors	611994	2"	21281823
	78	Animal Shelter	612312	1.5"	21317479
	79	A Garcia Auditorium/Attorney Gen.	610556	3"	10000323
	80	Justice Center Classrooms			
Unnamed			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
4781 W. Calle Torim	37	Housing Maintenance	534078	2"	03048774
4881 W. Calle Tarook	53	Vacant	311326	5/8"	43288750
4880 Vai Sevoi	58	Vacant	311328	5/8"	43289884
4960 Vai Sevoi	59	Diabetes Prevention	311386	5/8"	43288510

PYT Business Connections

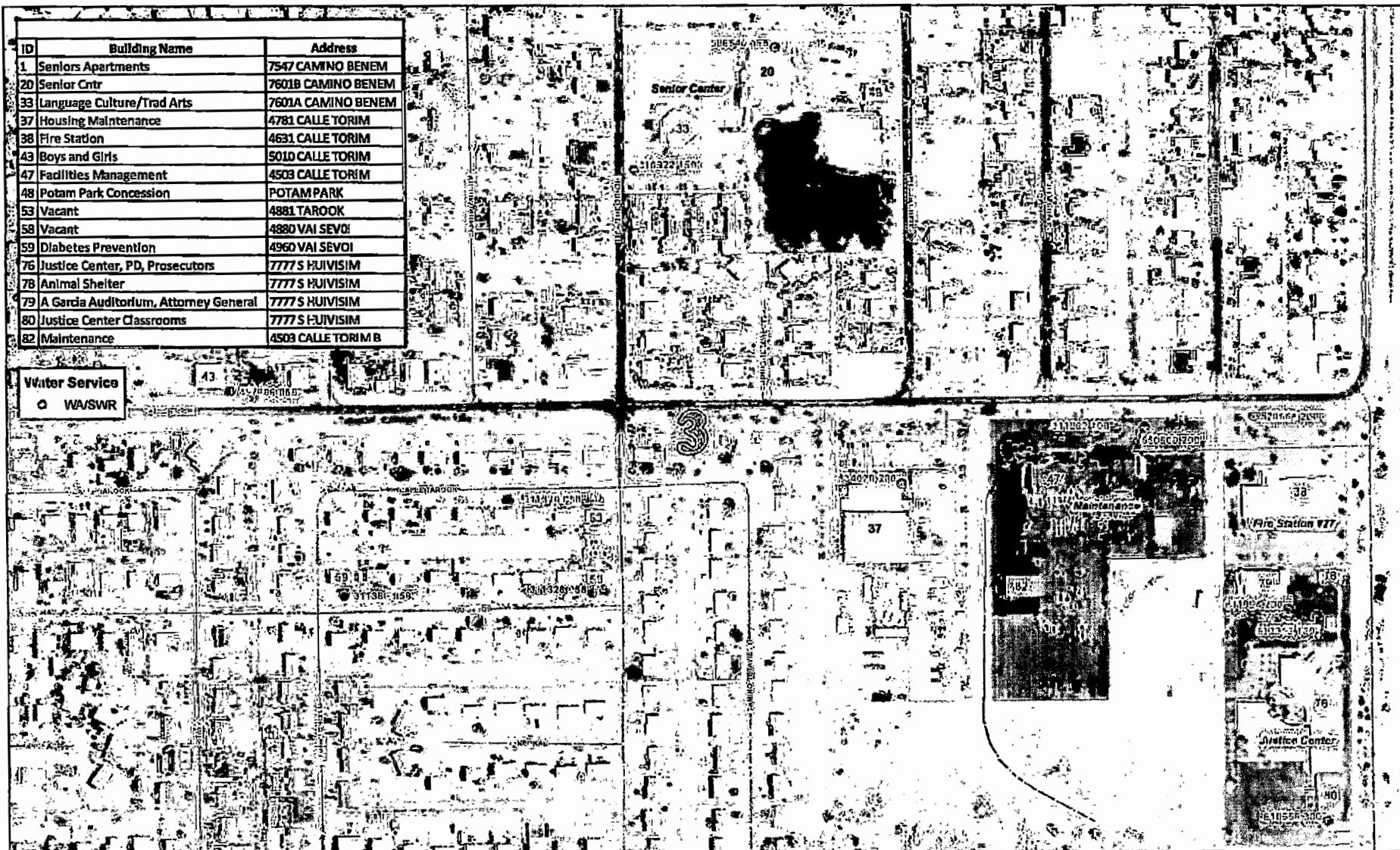


EXHIBIT C

DRAFT

WATER METERS WITH SEWER SERVICE ASSOCIATED WITH COMMERCIAL AND ADMINISTRATIVE PROPERTIES

Area #4					
Park			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
5303 W. Calle Torim	69	Ball Park & Concession	597892	6"	06568077B
			597894	2"	68740011B
5305 W. Calle Torim	34	Wellness Center	591764	2"	06568120
	75	Pools	607770	2"	35739752
	Not given	Unidentified (southeast of park)	611640	1"	21128842
	Not given	Unidentified	591772	2"	06568077
Unnamed					
Tucson Water Meter Information			Tucson Water Meter Information		
Address	PYT Bldg #	Building / Office Name / Function	Loc ID	Meter Size	Meter #
5010 W. Calle Torim	43	Boys & Girls Club	457606	5/8"	99000435
5060 W. Calle Tetakusim	44	Headstart	501082	2"	17384045
5249 W. Omokol	70	Cemetery Mnt Calvano	312032	1"	36636898
5100 W. Calle Tetakusim	81	Education Center	617572	2"	22256846

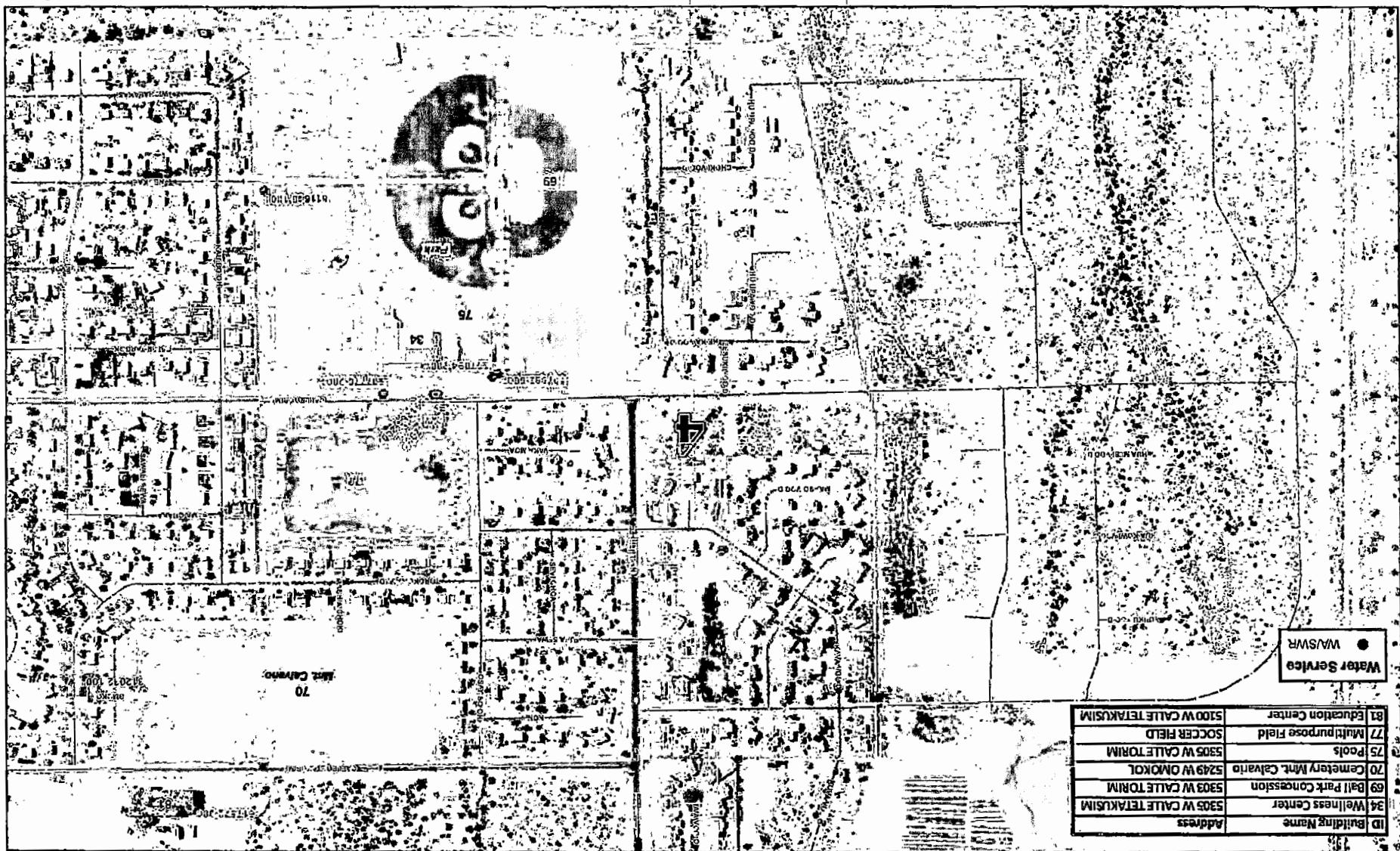


EXHIBIT C
WATER METERS WITH NO SEWER CONNECTIONS

No Connection Fees Paid					
Address	Building Name	Meter Type	Loc ID	Meter Size	Meter #
7406 S. Camino De Oeste	PYT Radio Station	Fire Protection	310926	5/8"	21128836
7601B S. Camino Benem	Liogue Senior Center	Irrigation	586540	5/8"	06023120
7601B S. Camino Benem	Liogue Senior Center	Irrigation	540312	1.5"	13884157
Potam Park	Potam Park Concession	Irrigation	310908 310910 311272	2" 2" 5/8"	None Listed
4631 W. Calle Torim	Fire Station #27	Irrigation	528668	2"	18227308
7777 S. Camino Huivism	Justice Center	Irrigation	611996	1"	21272046
Multipurpose Field	Soccer Field	Not Metered	n/a	n/a	n/a
5655 W. Valencia Road	Future WW Treatment Facility	WA	615148	4"	73964203
Sawello Golf Course	Comfort Station #2 [per P13CP04211 dtd 07-03-2013 for 7063 S. Viviana Rd] Septic	WA	615144	5/8"	22263592

version 12-26-13

EXHIBIT D

Outstanding Connection Fees

Connection Fee Balance Due	Page 1
Connection Fee Check Reconciliation	Page 2
Check Reconciliation Details	Page 3 thru 5

EXHIBIT D
CONNECTION FEES DUE TO BE PAID

Exhibit D Pascua Yaqui Connection Fee Balance Due

APPLICANT NAME	RESIDENTIAL SVC ADDRESS	CONNECTION FEE METER SIZE	INSTALL DATE	LOCATION ID	CONNECTION FEE (FUE) DUE	CONNECTION FEE (Meter) DUE	COMMENTS (User accts exist for each residence)
Pascua Yaqui Tribe	LEEPE VOO'D 5408 W.	5/8"	2011	612130		4,066.00	Project 40-13
Pascua Yaqui Tribe	LEEPE VOO'D 5420 W.	5/8"	2011	611950		4,066.00	Project 40-13
Pascua Yaqui Tribe	LEEPE VOO'D 5426 W.	5/8"	2011	612132		4,066.00	Project 40-13
Pascua Yaqui Tribe	LEEPE VOO'D 5432 W.	NULL METER	2011	Obj #243396		4,066.00	Project 40-13
Pascua Yaqui Tribe	LEEPE VOO'D 5444 W.	5/8"	2011	612136		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7422 S.	5/8"	2011	611944		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7423 S.	5/8"	2011	612110		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7432 S.	5/8"	2011	612066		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7433 S.	NULL METER	2011	Obj #243494		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7442 S.	5/8"	2011	612064		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7443 S.	5/8"	2011	612058		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7452 S.	5/8"	2011	612128		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7453 S.	5/8"	2011	612060		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7462 S.	5/8"	2011	612126		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7463 S.	5/8"	2011	611948		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7472 S.	5/8"	2011	611946		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7473 S.	5/8"	2011	612114		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7482 S.	5/8"	2011	612124		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7483 S.	5/8"	2011	612116		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7492 S.	5/8"	2011	612122		4,066.00	Project 40-13
Pascua Yaqui Tribe	T'A VOO'D 7493 S.	5/8"	2011	612118		4,066.00	Project 40-13
Total	21 Residential lots				TOTAL RESIDENTIAL FEES DUE:	\$ 85,986.00	

APPLICANT NAME	COMMERCIAL SVC ADDRESS	CONNECTION FEE METER SIZE	INSTALL DATE	LOCATION ID	CONNECTION FEE (FUE) DUE **	CONNECTION FEE (Meter) DUE	COMMENTS
Pascua Yaqui Tribe	CALLE TETAKUSIM 5100 W. Existing user acct since 06-03-2013	2"	2013	617572		69,790.00	Education Center [2" meter = \$69,790. PT12500195 (7-23-2012) in pending status, fees never listed; capacity = 10,040].
Pascua Yaqui Tribe	VALENCIA 5655 W. (Golf Course) NO existing user accts for Golf Course	1"	2012	615158	9,528.00		Golf Course-Maintenance Facility / PT12500816 (6-5-2012)
		5/8"	2012	615152	12,175.00		Golf Course-Comfort Station #1 / PT12500817 (6-5-2012)
					12,175.00		Golf Course-Starter Shack / PT12500818 (6-5-2012)
		2"	2012	615150	69,790.00		New Clubhouse dated 12/12/13 – not originally proposed
Pascua Yaqui Tribe	VALENCIA 5655 W. (Casino & Convention Center) Existing user accts for Casino Del Sol since: • 6" – 09-12-2001 • 4" – 08-03-2001 • 2" – 09-12-2001 • 1.5" – 09-12-2001	6"	none given	492538	351,414.00	*	Convention Center / PT11500111 (1-26-2011)
		2"	none given	492546	550,614.00		Casino Remodel-Addition / PT11500112 (1-26-2011)
		4"	none given	492558	48,214.00		Pool & Cabana / PT11500113 (1-26-2011)
		1.5"	none given	492572	28,332.00		Casino Warehouse & Laundry / PT11500114 (1-26-2011)
					8,448.00		Casino Mock-up Bldg / PT11500115 (1-26-2011)
					Subtotal Commercial Fees	1,020,900.00	139,580.00
					Total Commercial Fees Due:	\$	1,160,480.00

* Does not include information for 6" meter (capacity not included)

** Per RWD permitting staff: NO building plans were ever submitted, and no information exists to substantiate calculations for the PVT 6-5-12 permit applications. All figures were provided by Wood Patel Engineering firm.

TOTAL RESIDENTIAL FEES DUE:	\$ 85,986.00
TOTAL COMMERCIAL FEES DUE:	1,160,480.00
SUBTOTAL FEES DUE:	\$ 1,245,866.00
CK RECONCILIATION CREDIT:	(2,081.60)
GRAND TOTAL FEES DUE:	\$ 1,243,784.40

EXHIBIT D

7/14/2014

Connection Fee Payment Reconciliation of fees paid up to July 2012 - Revision date July 14, 2014

Commercial Payments

Ck #	Activity/Permit#	Amount	Interest	Ck Total
166022	PT10S01110	28,003.00	-	28,003.00
166218	PT06S05386	10,555.00		10,555.00
166218	PT06S05388	12,701.00	-	12,701.00
166989	PT10S01263	11,969.00	9,083.00	21,052.00
166558	PT10S01186	15,401.00	-	15,401.00
173591	various	27,587.00	36,798.00	64,385.00
		\$ 106,216.00	\$ 45,881.00	\$ 152,097.00
		\$ 106,215.60	\$ 45,881.00	\$ 152,096.60
		\$ 0.40	\$ -	\$ 0.40

Adjusted Commercial Payments
 12-9-2010 Ltr Reported Totals
 Difference / Amt Due to PYT

Residential Payments

Ck #	Activity/Permit#	Amount	Interest	Ck Total
167092	various	8,800.00	7,560.00	16,360.00
167103	various	34,800.00	52,715.00	87,515.00
		\$ 43,600.00	\$ 60,275.00	\$ 103,875.00
		\$ 44,428.00	\$ 61,529.00	\$ 105,957.00
		\$ (828.00)	\$ (1,254.00)	\$ (2,082.00)

Adjusted Residential Payments
 12-9-2010 Ltr Reported Totals
 Difference / Amt Due to PYT

	Original Fee Due	Interest Fees Paid	Total Received
Commercial Payments	106,215.60	45,881.00	152,096.60
Commercial Reconciled	106,216.00	45,881.00	152,097.00
Difference/Return Amt	\$ 0.40	\$ -	\$ 0.40
Residential Payments	44,428.00	61,529.00	105,957.00
Residential Reconciled	43,600.00	60,275.00	103,875.00
Difference/Return Amt	\$ (828.00)	\$ (1,254.00)	\$ (2,082.00)
Totals Reported	\$ 150,643.60	\$ 107,410.00	\$ 258,053.60
Totals Reconciled	\$ 149,816.00	\$ 106,156.00	\$ 255,972.00
Total Difference/Return Amt	\$ (827.60)	\$ (1,254.00)	\$ (2,081.60)

EXHIBIT D
Detailed Check Reconciliation for Mixed Commercial and Residential Connection Fee Payments

Re: Ck 166022 for \$28,003 dtd 6/11/10

Street #	Direction	Street Name	Com/Res	Activity	Amt Paid	Interest Pd	Date Pd	FUEs	Project #	Description
5303	W	CALLE TORIM	C	PT10S01110	28,003.00	-	06/11/2010	60		Pueblo Park Concession Building
					28,003.00	-			Total payment =	\$ 28,003.00

Re: Ck 166218 for \$28,003 dtd 6/17/10

Street #	Direction	Street Name	Com/Res	Activity	Amt Paid	Interest Pd	Date Pd	FUEs	Project #	Description
5305	W	CALLE TORIM	C	PT06S05386	10,555.00	-	06/17/2010	59		Wellness Gym
5305	W	CALLE TORIM	C	PT06S05388	12,701.00	-	06/17/2010	71		Wellness Pool
					23,256.00	-			Total payment =	\$ 23,256.00

Re: Ck 166558 for \$28,003 dtd 6/24/10

Street #	Direction	Street Name	Com/Res	Activity	Amt Paid	Interest Pd	Date Pd	FUEs	Project #	Description
5303	W	CALLE TORIM	C	PT10S01186	15,401.00	-	06/24/2010	33		Pueblo Park Restrooms
					15,401.00	-			Total payment =	\$ 15,401.00

Re: Ck 166989 for \$21,052 dtd 6/30/10

Street #	Direction	Street Name	Com/Res	Activity	Amt Paid	Interest Pd	Date Pd	FUEs	Project #	Description
4703	W	CALLE TORIM	C	PT10S01263	11,969.00	9,083.00	06/24/2010	33		Facilities Management Bldg (Includes \$2,500 in Admin/Invest fees)
					11,969.00	9,083.00			Total payment =	\$ 21,052.00

Re: Ck 173591 for \$64,385 dtd 11/4/10

Street #	Direction	Street Name	Com/Res	Activity	Amt Paid	Interest Pd	Date Pd	FUEs	Project #	Description
7474	S	CAMINO DE OESTE	C	P10SR00002	1,217.00	1,339.00	11/04/2010		11	Procurement Trailer
7474	S	CAMINO DE OESTE	C	P10SR00003	1,217.00	1,339.00	11/04/2010		11	Development Services Trailer
7474	S	CAMINO DE OESTE	C	P10SR00004	1,217.00	1,339.00	11/04/2010		11	TERO and Land Department
7474	S	CAMINO DE OESTE	C	P10SR00005	1,217.00	1,339.00	11/04/2010		11	Internal Audit Trailer
7490	S	CAMINO DE OESTE	C	P10SR00006	21,502.00	30,103.00	11/04/2010	288		Health Dept Bldg
4726	W	CALLE TETAKUSIM	C	P10SR00007	1,217.00	1,339.00	11/04/2010		11	Adult Ed Trailer
					27,587.00	36,798.00			Total payment =	\$ 64,385.00

Re: Ck 167092 for \$16,360 dtd 7/1/10

Street #	Direction	Street Name	Com/Res	Activity	Amt Paid	Interest Pd	Date Pd	FUEs	Project #	Description
7521	S	KAVA VOO'D	R	PT10S01311	1,164.00	1,048.00	07/13/2010		20	40-11
7522	S	KAVA VOO'D	R	PT10S01312	1,164.00	1,048.00	07/13/2012		20	40-11
7882	S	MAALA MACHA VOO'D	R	PT10S01307	1,164.00	1,048.00	07/13/2010		20	40-12
7891	S	MAALA MACHA VOO'D	R	PT10S01308	1,164.00	1,048.00	07/13/2010		20	40-12
7892	S	MAALA MACHA VOO'D	R	PT10S01309	1,164.00	1,048.00	07/13/2010		20	40-12
7902	S	MAALA MACHA VOO'D	R	PT10S01310	1,164.00	1,048.00	07/13/2010		20	40-12
7427	S	CAMINO POTAM	R	PT10S01313	1,816.00	1,272.00	07/13/2010		20	Habitat for Humanity
					\$ 8,800.00	\$ 7,560.00			Total payment =	\$ 16,360.00

EXHIBIT D

Detailed Check Reconciliation for Mixed Commercial and Residential Connection Fee Payments

10/17/2014

A. Re: Ck 167103 for \$216,979 dtd 7/1/10

Street #	Direction	Street Name	Com/Res	Activity	Amnt Paid	Interest Pd	Date Pd	Project	FUEs	Project #	Description
7643	S	CAMINO TETAVIECTI	R	PT10S01211	388.00	1,007.00	07/15/2010	Project 40-12	13		Ck #167103 (\$1,007 interest pd)
5405	W	SIARI KUTA	R	PT10S01287	774.00	1,393.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,393 interest pd)
5444	W	MAASO VOOD	R	PT10S01293	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5447	W	MAASO VOOD	R	PT10S01294	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5454	W	MAASO VOOD	R	PT10S01295	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5457	W	MAASO VOOD	R	PT10S01296	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5467	W	MAASO VOOD	R	PT10S01297	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5474	W	MAASO VOOD	R	PT10S01298	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5477	W	MAASO VOOD	R	PT10S01299	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5487	W	MAASO VOOD	R	PT10S01300	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5494	W	MAASO VOOD	R	PT10S01301	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5497	W	MAASO VOOD	R	PT10S01302	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5514	W	MAASO VOOD	R	PT10S01303	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5517	W	MAASO VOOD	R	PT10S01304	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5524	W	MAASO VOOD	R	PT10S01305	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5527	W	MAASO VOOD	R	PT10S01306	836.00	3,754.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$2,500 admin & Invest pd)
7541	S	PAAROS VOOD	R	PT10S01272	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7542	S	PAAROS VOOD	R	PT10S01273	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7551	S	PAAROS VOOD	R	PT10S01274	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7555	S	PAAROS VOOD	R	PT10S01276	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7561	S	PAAROS VOOD	R	PT10S01277	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7562	S	PAAROS VOOD	R	PT10S01278	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7571	S	PAAROS VOOD	R	PT10S01279	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7572	S	PAAROS VOOD	R	PT10S01280	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7581	S	PAAROS VOOD	R	PT10S01281	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7602	S	PAAROS VOOD	R	PT10S01282	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7611	S	PAAROS VOOD	R	PT10S01283	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7612	S	PAAROS VOOD	R	PT10S01284	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7621	S	PAAROS VOOD	R	PT10S01285	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7622	S	PAAROS VOOD	R	PT10S01286	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5408	W	SIARI KUTA	R	PT10S01267	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5415	W	SIARI KUTA	R	PT10S01288	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5420	W	SIARI KUTA	R	PT10S01268	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5435	W	SIARI KUTA	R	PT10S01290	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5445	W	SIARI KUTA	R	PT10S01291	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
5460	W	SIARI KUTA	R	PT10S01271	836.00	1,254.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,254 interest pd)
7410	S	CAMINO VAHCOM	R	PT10S01315	844.00	1,338.00	07/15/2010	Project 40-12	20		Ck #167103 (\$1,338 interest pd)
5450	W	SIARI KUTA	R	PT10S01270	936.00	750.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$750 interest pd)
5437	W	HE'KA VOO'D	R	PT10S01318	1,106.00	995.00	07/15/2010	Project 40-12	20	40-12	Ck #167103 (\$995 interest pd)
5490	W	HE'KA VOO'D	R	PT10S01319	1,164.00	1,048.00	07/15/2010	Project 40-12	20	40-12	Ck #167103 (\$1,048 interest pd)
7562	S	KAVA VOO'D	R	PT10S01320	1,164.00	1,048.00	07/15/2010	Project 40-12	20	40-11	Ck #167103 (\$1,048 interest pd)

34,800.00 52,715.00 Total payment = \$ 87,515.00

EXHIBIT D
Detailed Check Reconciliation for Mixed Commercial and Residential Connection Fee Payments

B. Re: Ck 167103 for \$216,979 dtd 7/1/10

Street #	Direction	Street Name	Com/Res	Activity	Amt Paid	Interest Pd	Date Pd	FUEs	Project #	Description
5480	W	CHOKI VOO'D	R	PT10S01247	4,899.00	-	07/15/2012	Project 40-13	21	40-12 Ck #167103
5466	W	CHOKI VOO'D	R	PT10S01248	4,899.00	-	07/15/2012	Project 40-13	21	40-12 Ck #167103
5472	W	CHOKI VOO'D	R	PT10S01249	4,899.00	-	07/15/2012	Project 40-13	21	40-12 Ck #167103
5478	W	CHOKI VOO'D	R	PT10S01250	4,899.00	-	07/15/2012	Project 40-13	21	40-12 Ck #167103
5484	W	CHOKI VOO'D	R	PT10S01251	4,899.00	-	07/15/2012	Project 40-13	21	40-12 Ck #167103
5490	W	CHOKI VOO'D	R	PT10S01252	4,899.00	-	07/15/2012	Project 40-13	21	40-12 Ck #167103
7761	S	HU'UPA VOO'D	R	PT10S01235	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7762	S	HU'UPA VOO'D	R	PT10S01238	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7771	S	HU'UPA VOO'D	R	PT10S01239	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7772	S	HU'UPA VOO'D	R	PT10S01240	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7777	S	HU'UPA VOO'D	R	PT10S01241	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7781	S	HU'UPA VOO'D	R	PT10S01242	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7782	S	HU'UPA VOO'D	R	PT10S01243	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7787	S	HU'UPA VOO'D	R	PT10S01244	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7788	S	HU'UPA VOO'D	R	PT10S01245	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7791	S	HU'UPA VOO'D	R	PT10S01246	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7851	S	HU'UPA VOO'D	R	PT10S01253	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7861	S	HU'UPA VOO'D	R	PT10S01254	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7862	S	HU'UPA VOO'D	R	PT10S01255	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7871	S	HU'UPA VOO'D	R	PT10S01256	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7872	S	HU'UPA VOO'D	R	PT10S01257	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7881	S	HU'UPA VOO'D	R	PT10S01258	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7882	S	HU'UPA VOO'D	R	PT10S01259	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
7891	S	HU'UPA VOO'D	R	PT10S01260	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
5471	S	VOOVOK VOO'D	R	PT10S01281	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103
5481	S	VOOVOK VOO'D	R	PT10S01262	4,899.00	-	07/15/2010	Project 40-13	21	40-12 Ck #167103

127,374.00

Total payment = \$ 127,374.00