

COB - BOSAIR FORM

07/08/2026 1:06 PM (MST)

Submitted by Jenette.Lee@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT WW CTN-WW-15000000000000000062

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	07/28/2026
Supplier / Customer / Grantor / Subrecipient:	Pascua Yaqui Tribe
Project Title / Description:	Intergovernmental Agreement between Pima County and Pascua Yaqui Indian Tribe for Sewer Service
Purpose:	Amendment 1. The Intergovernmental Agreement between Pima County and the Pascua Yaqui Indian Tribe such that the County will continue to collect, treat, and manage sewage arising from the Pascua Pueblo Reservation and additional tribal land as indicated in the agreement. The agreement shall be effective for a period of 25 years and is automatically renewable for a successive 25-year term thereafter. The agreement also provides provisions for the payment of Sewer Connection Fees related to the Casino Complex Loop (four looped meters which supply water to the Tribe's casino/hotel/conference center on the Pascua Pueblo Reservation. Capped Flow for the Casino Complex Loop is established as 4,400,222 gallons, and the Tribe agrees to pay additional Sewer Connection Fees if the Winter Quarterly Average for the Casino Complex Loop exceeds the Capped Flow amount.
Procurement Method:	IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.
Procurement Method Additional Info:	N/A
Program Goals/Predicted Outcomes:	This agreement amends and reinstates the Intergovernmental Agreement between Pima County and the Pascua Yaqui Indian Tribe such that Pima County will continue to collect, treat, and manage sewage arising from the Pascua Pueblo Reservation and additional tribal lands as indicated in the agreement.
Public Benefit and Impact:	To provide sanitary sewer service to the Pascua Pueblo Reservation and additional tribal land as indicated in the agreement in accordance with Pima County Code.
Strategic Plan Pillar	Infrastructure & Growth
Support of Prosperity Initiative:	N/A
Provide information that explains	N/A

Metrics Available to Measure Performance:	Annual analysis of the Winter Quarterly Average for the Casino Complex Loop to determine potential Additional Flow in exceedance of the Capped Flow amount.
Retroactive:	NO

Amendment / Revised Award Information

Record Number: CT WW CTN-WW-15000000000000000062

Document Type:	CT
Department Code:	WW
Contract Number:	CTN-WW-15000000000000000062
Amendment Number:	1
Commencement Date:	07/28/2026
Termination Date:	07/27/2051
Customer Headquarters Location	Tucson, AZ

* Headquarters information is not a consideration for awards

Is the Termination Date new?	YES
Classification:	Revenue
Adjust Level:	No change
Prior Contract Number (If Applicable):	CTN-WW-15000000000000000062
Amount This Amendment:	
	\$0.00
Funding Source(s) required:	RWRD Enterprise Fund
Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Contract is fully or partially funded with Non-Federal Grant Funds?	NO
Department:	Regional Wastewater Reclamation Department

Name: Jackson Jenkins, Director, RWRD / Jaime Rivera, Deputy Director, RWRD
Administrative Contact: Jenette Lee and Olivia Cañez, Project Coordinator, RWRD

Telephone: 520-724-6500

Add GMI Department Signatures	No
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Department Director Signature:  Date: 7/8/2026 | 3:32 PM MST

Deputy County Administrator Signature:  Date: 7/13/2026 | 10:26 AM MST

County Administrator Signature:  Date: 7/13/2026 | 10:28 AM MST

2026_05_21 FINAL For Execution

First
Amended and Restated
Intergovernmental Agreement
between
Pima County and the Pascua Yaqui Indian Tribe
for
Sewer Service

This First Amended and Restated Intergovernmental Agreement (“Agreement”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (the “County”) and the Pascua Yaqui Indian Tribe of Arizona (the “Pascua Yaqui Tribe” or the “Tribe”), a federally recognized Indian Tribe pursuant to 25 U.S.C. § 1300f, and the Indian Reorganization Act of 1934 (“Tribe”) (singularly “Party” and 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 sewage collection and treatment system.
- D. County, through its Regional Wastewater Reclamation Department (“RWRD”), operates a wastewater or sewage conveyance and treatment system as described in Pima County Code § 13.24.100(C)(22), referred to herein as a “Public Sewer System”, that provides Wastewater service to the “Pascua Pueblo Reservation”, which is depicted in **Exhibit A**, and the Old Pascua Reservation, as depicted in **Exhibit B**.
- E. In 2014, the Parties entered into an Intergovernmental Agreement (CTN-WW-15-062) to update the terms and conditions under which the County would continue to provide sanitary sewer service to the Pascua Pueblo Reservation.
- F. On December 27, 2022, President Biden signed the Old Pascua Community Land Acquisition Act (P.L. 117-275) (“the Act”) into law. The Act authorized the United States Secretary of the Interior to “accept and take into trust for the benefit of the Tribe, subject to all valid existing rights, any land within the Compact-Designated Area that is owned by Tribe” now and in the future.
- G. The Compact-Designated Area, depicted in **Exhibit C**, is described in the Act as “the area south of West Grant Road, east of Interstate 10, north of West Calle Adelanto, and west of North 15th Avenue in the City of Tucson, Arizona[.]”
- H. The “Compact-Designated Area” encompasses the Tribally recognized aboriginal

2026_05_21 FINAL For Execution

community known as the “Old Pascua Community” in Tucson as well as other industrial, municipal, and commercial properties, some of which have been taken into trust by the United States and added to the Old Pascua Reservation under the Act as of the Effective Date, as depicted in **Exhibit B**.

- I. In addition to serving the Old Pascua Reservation, RWRD also collects Sanitary Sewage from properties that are owned in fee simple by the Tribe within and in close proximity to the Compact-Designated Area, including on lands that have and will be taken into trust and added to the Old Pascua Reservation.
- J. The Parties now desire to wholly amend and restate the 2014 Intergovernmental Agreement (CTN-WW-15-062) to set forth the terms and conditions under which RWRD will continue to collect, treat, and manage Sewage arising from the Tribe’s Reservations, as defined herein, 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 collection, treatment, and management of Sewage arising from the Tribe’s Reservations as defined herein. To that end, the Parties do mutually agree as follows:

Agreement

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the County will continue to treat and manage Sewage collected from the Pascua Pueblo Reservation and the Old Pascua Reservation, as these Reservations exist now or as they may be expanded from time-to-time in the future by the United States Secretary of the Interior.
2. **Definitions.**
 - 2.1 Compact-Designated Area means the area described in the Act as “the area south of West Grant Road, east of Interstate 10, north of West Calle Adelanto, and west of North 15th Avenue in the City of Tucson, Arizona” depicted in **Exhibit C**.
 - 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 on the Pascua Pueblo Reservation.
 - 2.3 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.
 - 2.4 Old Pascua Reservation means those lands depicted in **Exhibit B** that are held in trust by the United States for the Tribe under the Act within the Compact-Designated Area as of the Effective Date, or any lands added thereto by the United

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States as permitted by law. For purposes of this Agreement, “Old Pascua Reservation” also includes lands that may be taken into trust by the United States for the benefit of the Tribe that are contiguous to or in close proximity to the Compact Designated Area.

- 2.5 Pascua Pueblo Reservation means those lands depicted in **Exhibit A** that are held in trust by the United States for the Tribe as of the Effective Date, or any lands added thereto by the United States as permitted by law.
- 2.6 Public Sewer System means the full Wastewater system owned by the County, including all gravity sanitary sewer mains; pumping systems; treatment and disposal facilities; and all appurtenances required to collect, transport, treat, monitor, measure, control, store, reclaim, discharge, or recharge the liquid, gaseous, and solid phases of Sewage as defined in Pima County Code § 13.24.100(C)(22), or as may be revised during the term of this Agreement.
- 2.7 Regional Wastewater Reclamation Department Standards means the Pima County RWRD Standard Specifications and Details for Construction (Latest Edition) and the Pima County RWRD Engineering Design Standards (Latest Edition) as amended or augmented by RWRD, which by this reference are made a part of this Agreement.
- 2.8 Reservation means either the Pascua Pueblo Reservation or the Old Pascua Reservation, as defined under this Agreement.
- 2.9 Reservations means both the Pascua Pueblo Reservation and the Old Pascua Reservation, as defined under this Agreement.
- 2.10 Sewage means the wastes from toilets, baths, sinks, lavatories, laundries, drains, and other plumbing fixtures in residences, institutions, public and business buildings, mobile homes, and other places of human habitation, employment, or recreation. Sewage includes non-prohibited Industrial Wastewater, as defined in Pima County Code § 13.24.100(C)(27), or as may be revised during the term of this Agreement. Under Pima County Code § 12.24.100(C)(27), “Wastewater” has the same meaning as Sewage.
- 2.11 Service Fee means the fixed monthly charge assessed to all users of the Public Sewer System to recover a portion of RWRD’s fixed operating and maintenance costs associated with the management of the Public Sewer System as outlined in Pima County Code Section 13.24.10(C)(30), or as may be revised during the term of this Agreement.
- 2.12 Sewer Connection Fee or Connection Fee means an allocation to each user of the user’s estimated share of the capital cost to provide Wastewater conveyance and treatment capacity and as described in Pima County Code § 13.20.100(B)(45), or as may be revised during the term of this Agreement. This includes the fee paid to

2026_05_21 FINAL For Execution

the County to connect to the Public Sewer System under the applicable provisions of the Pima County Code as it may be revised over the term of this Agreement.

2.13 Winter Quarter Average or WQA is defined in Pima County Code Section 13.24.100(C)(44).

3. Term and Termination. This Agreement shall be effective on the Effective Date and shall continue for a period of twenty-five (25) years, unless it is terminated by mutual 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 mutual 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 to use the County's Public Sewer System to collect, treat, and manage Sewage arising from the Pascua Pueblo Reservation.

3.2 The Tribe shall provide the County with at least two (2) years' 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 Parties agree to work cooperatively regarding the Tribe's disconnection from the County's Public Sewer System and the reconveyance to the Tribe of any conveyance or other infrastructure located on the Pascua Pueblo Reservation previously conveyed by the Tribe, or the United States on its behalf, to the County.

4. Provision of Service. For the term of this Agreement, except as expressly provided for herein, the County agrees to collect, treat, and manage Sewage from the Pascua Pueblo Reservation and the Old Pascua Reservation as these Reservations now exist or may exist in the future under the same terms and conditions applicable to any other RWRD 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 Reservation, including the 2014 Intergovernmental Agreement (CTN-WW-15-062), are hereby superseded and replaced by this Agreement.

6. Resolution of Historic Connection Fees Controversy and the Complex Loop Issue.

6.1 As part of the 2014 Intergovernmental Agreement (CTN-WW-15-062), the Parties worked cooperatively to resolve certain Connection Fee payment and refund issues between them by field verifying all commercial, residential, and administrative water connections on the Pascua Pueblo Reservation to the County's Public

2026_05_21 FINAL For Execution

Sanitary Sewer System. The Parties also accounted for all historic Sewer Connection Fees paid by or for the Tribe and all Connection Fees still due and owing (which have now been fully paid by the Tribe) for all then-existing sewer connections on the Pascua Pueblo Reservation. A compilation of the accounting and associated mapping that was attached to 2014 Intergovernmental Agreement is attached here as **Exhibit D**.

As a result of the 2014 accounting process, the Parties agreed that no additional Sewer Connection Fees will be sought by the County and no additional Sewer Connection Fees refunds will be sought by the Tribe for any existing sewer connections (known or unknown) located on the Pascua Pueblo Reservation as of the effective date of the 2014 Intergovernmental Agreement (CTN-WW-15-062), regardless of whether the connected structure is documented in the materials found in **Exhibit D**. The Parties made an exception for future Sewer Connection Fees related to the Complex Loop under subsections 6.2.

- 6.2** Casino Complex Loop. As of the Effective Date of this Agreement, the “Capped Flow” for the Complex Loop is 4,400,222 gallons (5,883 ccf (hundred cubic feet)) based upon the Winter Quarter Average, which is the average monthly-metered water flow in gallons for the months of December, January, and February. The Parties agree that future increases to the Capped Flow amount and all associated Sewer Connection Fees related thereto shall be calculated and paid as follows:

If the WQA for the Complex Loop exceeds the Capped Flow amount, additional Sewer Connection Fees will be due based on the increased flow amount (the “Additional Flow”) from the Complex Loop entering the Public Sewer System. 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: $\text{Fees} = \text{AF} \times \text{CC} \times \text{I} \div 30 \text{ days/month}$

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, \$21.34 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 Sewer Connection Fees by or for the Tribe, the Capped Flow amount will be adjusted upward to include the Additional Flow amount.

2026_05_21 FINAL For Execution

7. Payment of Fees Required for Developments on the Pascua Pueblo Reservation Between the Effective Date of the Original 2014 Intergovernmental Agreement (CTN-WW-15-062) and the Effective Date of this Agreement.

- 7.1** To the extent the Tribe has not already done so, the Tribe shall provide written notice to the County as required by this Agreement and the Pima County Code disclosing any new developments constructed on the Pascua Pueblo Reservation, or any changes to existing developments on the Pascua Pueblo Reservation, that occurred between the effective date of the original 2014 Intergovernmental Agreement (CTN-WW-15-062) and the Effective Date of this Agreement which resulted in (a) the installation of a larger water meter; (b) the connection of an existing or new structure to the Public Sewer System for the first time; or (c) a residential user class being converted to a commercial/industrial user class, as those terms are defined in the Pima County Code.
- 7.2** The Tribe shall ensure that the fees assessed by the County under the Pima County Code for those new developments or changes to existing developments identified under subsection 7.1, including Sewer Connection Fees and Service Fees, are promptly paid to the County as required by the Code and this Agreement.

8. Future Sewer Connections on the Reservations.

- 8.1** After the Effective Date of this Agreement, where a property located on the Pascua Pueblo Reservation or the Old Pascua Reservation, as defined under this Agreement, is connected to the Public Sewer System, the Tribe agrees that it will provide or require a project developer to provide the County with prior notice of (a) each new connection to the Public Sewer System; (b) the replacement of any existing water meter with a larger sized water meter; and (c) any change from a residential user class to a commercial/industrial user class, as those terms are defined in the Pima County Code.
- 8.2** The Tribe shall ensure that all fees required by the Pima County Code, including Sewer Connection Fees and Service Fees, for the activities described in subsection 8.1, are paid to the County as required by the Pima County Code and this Agreement.

9. Prompt Written Notice Required for Independent Determination of Fees Due. If the County independently determines that Sewer Connection Fees, Service Fees, or other sewer related fees or assessments are due and owing under Section 6.0, Section 7.0, or Section 8.0 of this Agreement, the County agrees to provide prompt written notice to the Tribe of this determination as required by this Agreement. The Tribe shall be entitled to a copy of all information, data, and analyses upon which the County has made such a determination. If the Tribe disputes the validity of the County's determination, the Tribe and the County shall meet and confer in good faith to resolve the dispute.

10. Duty to Update all Reservation Mapping Exhibits. The Parties recognize that from time-to-time the United States will take additional lands into trust for the benefit of the

2026_05_21 FINAL For Execution

Tribe as part of the Pascua Pueblo Reservation or the Old Pascua Reservation. The Tribe agrees to notify the County in writing under subsection 16.21 of this Agreement of any future decision by the United States to take additional lands into trust in association with the Reservations. Thereafter, the Tribe shall promptly update the Reservation maps attached to this Agreement as **Exhibit A** and **Exhibit B** to reflect the new boundaries of the Reservations and provide such updated exhibits to the County. Updates to the exhibits as required by this Section 10 shall not require an amendment to this Agreement.

11. Capacity Allocation and Augmentation.

11.1 During the pendency of this Agreement, the Tribe will, except as provided in subsection 3.1 of this Agreement, direct all Sanitary Sewage generated on the Reservations to the Public Sewer System.

11.2 Nothing in this Agreement is intended to preclude the County from requesting under the Pima County Code that the Tribe or a developer authorized by the Tribe design and construct an over-sizing, augmentation and/or flow through project under the same terms and conditions as would be applicable to any other RWRD customer should a valid capacity analysis demonstrate that capacity is not available in the Public Sewer System to serve a proposed Reservation development under the requirements of the Pima County Code in existence at the time of the development.

11.3 If the County determines, based on the Pima County Code, that capacity in its Public Sewer System is not currently available to serve a proposed Reservation development, the County shall make available to the Tribe all underlying analyses, studies, estimates, capacity commitments, and other documents and information relied upon by the County in making its determination so the Tribe can evaluate whether it or any developer authorized by the Tribe is being treated under the same terms and conditions as any other RWRD customer. If the Tribe disputes the validity of the County's capacity determination, the Tribe and the County shall meet and confer in good faith to resolve the dispute.

12. Odor Control or other Sewer Related Facilities.

12.1 On February 21, 2024, the Tribe passed Resolution No. C02-52-24 authorizing the County to install and maintain odor control infrastructure on the Pascua Pueblo Reservation.

12.2 Should the County need any future odor control sites or sewer related facilities, the County will inform the Tribe of the need. The Tribe agrees to promptly meet and confer with the County, RWRD, or their designated representatives to review any request by RWRD to locate an Odor Control site or other sewer related facility on the Reservation. The Tribe shall timely consider such request, which may be approved by the Tribe pursuant to a Tribal Resolution duly adopted by the Tribal Council or other means as permitted by law.

13. Industrial Pretreatment

2026_05_21 FINAL For Execution

- 13.1** The County agrees to educate the Tribe and businesses, restaurants, and industrial dischargers on the Reservations on appropriate practices related to the prevention of pollutants entering the Public Sewer System to encourage success with the pretreatment program.
- 13.2** The County agrees to provide Pollution Prevention School (“PPS”) free of charge to businesses located on the Reservations.
- 13.3** The Tribe recognizes that the County is required by federal and state law to have an Industrial Wastewater Control (“IWC”) program. The intent of this program is to prevent pollutants from entering the Public Sewer System. Industrial pollutants may cause plant upsets, or pollution further downstream, while inappropriate handling of fats, oils, and greases (“FOG”) can cause negative impacts on the Public Sewer System such as Sanitary Sewer Overflows (“SSOs”), attraction of vectors, or excess odor generation. The Tribe acknowledges the County is required to have an Industrial Wastewater regulation consistent with the Clean Water Act, Water Pollution Control Act Amendments of 1972, and the Arizona Administrative Code in Pima County Code Chapter 13.36 (“Industrial Wastewater Ordinance”).
- 13.4** With technical assistance from RWRD, the Tribe agrees to apply Pima County’s IWC program and the applicable standards of the County’s Industrial Wastewater Ordinance to all Tribal and non-Tribal commercial and industrial dischargers located on the Reservations and to enforce these standards on such commercial and industrial discharges on the Reservations. The Tribe also agrees to apply for and maintain (or require any lessee or other commercial or industrial discharger on the Reservations to apply for and maintain) all relevant permits required by the IWC program.
- 13.5** County personnel shall be given reasonable access to the Reservations consistent with subsection 14.2 of this Agreement to perform inspections for businesses operating on the Reservations that are discharging to Public Sewer System.
- 13.6** The Tribe will require permitted facilities to (a) perform regular sampling and testing pursuant to the protocols set forth in the Industrial Wastewater Ordinance to confirm compliance with pretreatment standards; and (b) properly maintain and dispose of FOG in accordance with best management practices and Article XIV Grease Management Program of the Industrial Wastewater Ordinance, as may be revised during the term of this Agreement.
- 13.7** The Tribe will assign a representative or representatives of the Tribe to act as liaison between County and Tribe to facilitate cooperation on all IWC matters.

14. Best Management Practices

- 14.1** The Parties acknowledge and agree that it is in the best interest of both parties to develop protocols or “best management practices” (“BMPs”) governing management of the Public Sewer System on the Reservations.

2026_05_21 FINAL For Execution

- 14.2** During the term of this Agreement, the County shall be responsible for the operation and maintenance of the Public Sewer System located within the Pascua Pueblo Reservation and the Old Pascua Reservation. Subject to the County's obligation to comply with applicable rights-of-way or service line obligations under federal law, including 26 C.F.R. Part 169, the Tribe shall provide the County or its designee(s) with reasonable access to the Reservations for the purposes of operating and maintaining the Public Sewer System, including flow monitoring and the sampling of discharges to the sewer to ensure compliance with the IWC pretreatment standards outlined in Section 13. For the purposes of this Agreement, "reasonable access" shall mean access upon the Tribe's receipt of 24-hour's notice to the Tribe indicating that such access is required.
- 14.3** 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. As part of the BMPs, the Parties shall agree upon an appropriate manner of notice sufficient to meet the intent of this subsection. Notwithstanding the foregoing, the County is not entitled to access any building or structure on the Reservations without first securing approval of the Tribe, and in no event will the County be entitled to have access to secure areas within the Tribe's Gaming Facilities, except upon such reasonable terms and conditions prescribed by the Chief Executive Officer of the Gaming Facility or their designee.
- 14.4** To ensure timely and important sanitary services on the Reservation and to preserve the health, safety, and welfare of all residents, the Tribal Employment Rights Ordinance ("TERO") does not apply to the County or its authorized contractors performing operation, maintenance, or replacement activities on the Reservations under this Agreement.
- 14.5** The County and its contractor shall cooperate with the Tribe and use their best efforts to minimize any negative impact arising from its access or that of its designees to the Public Sewer System located on the Reservations under this Agreement where the construction, maintenance, and operation of the Public Sewer System has the potential to negatively impact Tribal events or business activities.
- 14.6** To ensure that conveyance and treatment system requirements are properly monitored, the Parties will develop a method to track (a) proposed new connections to the Public Sewer System on the Reservations; and (b) changes in upstream property uses for existing connections to Public Sewer System within the Reservations.
- 14.7** The Tribe shall not approve construction of non-roadway structures or improvements over any known Public Sewer System infrastructure within the Reservations, except by the mutual written agreement of the Parties.
- 15. Biannual Meetings.** The Parties shall develop and maintain a communication protocol that includes, at a minimum, biannual meetings between the Parties' staff to discuss, among other things, issues relating to system operations, best management practices, and future

2026_05_21 FINAL For Execution

Tribal Wastewater system capacity requirements. These biannual meetings will occur on the second Monday every January and July of the year. During the biannual meetings, the Parties will ensure that the contact list for each Party is updated.

16. Miscellaneous Provisions.

- 16.1** 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.
- 16.2** 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.
- 16.3** Amendment. This Agreement shall not be modified, amended, altered or changed except by written agreement signed by both Parties.
- 16.4** Negotiation. This Agreement has been arrived at by negotiation and shall not be construed against the Party who prepared the last draft.
- 16.5** Intentions. All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the recitals hereof.
- 16.6** 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.
- 16.7** 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.
- 16.8** Governing Law. This Agreement shall be governed by the laws of the State of Arizona.
- 16.9** 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

2026_05_21 FINAL For Execution

Number EO 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.

- 16.10** 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.
- 16.11** 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.
- 16.12** 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.
- 16.13** 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.
- 16.14** 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.
- 16.15** 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.
- 16.16** 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.
- 16.17** 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

2026_05_21 FINAL For Execution

further obligation to the Tribe other than for payment for services rendered prior to cancellation.

- 16.18** 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.
- 16.19** 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.
- 16.20** 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.
- 16.21** 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

Pascua Yaqui Tribe:

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

With copies to:

Office of the Attorney General
7777 S. Camino Huivisim, Second
Floor
Tucson, AZ 85757

Land Development Director
Land Department

2026_05_21 FINAL For Execution

Tucson, Arizona 85701

7474S. Camino De Oeste

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:

Chair, Board of Supervisors

ATTEST:

Melissa Manriquez, Clerk of the Board

Date: _____

PASCUA YAQUI TRIBE:

Julian Hernandez, Chairman

ATTEST:

Secretary of Tribal Council

Date: 05/27/26

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.

Director, Pima County Regional
Wastewater Reclamation Department

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.

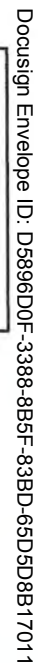
PIMA COUNTY:

Cindy Nguyen, Deputy County Attorney

PASCUA YAQUI TRIBE:

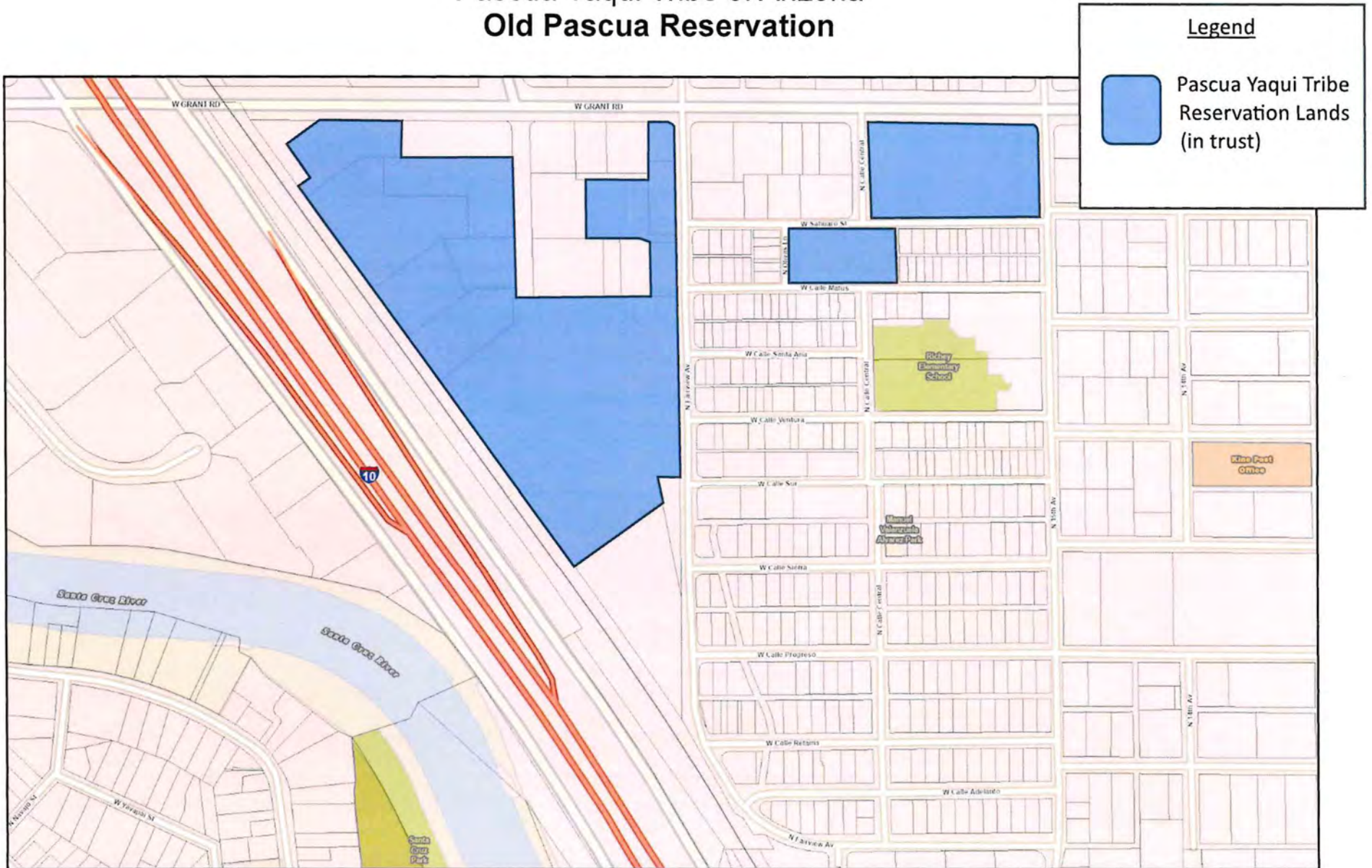
Attorney General, Pascua Yaqui Tribe

DocuSign Envelope ID: D5896D0F-3388-8B5F-83BD-65D5D8B17011



DocuSign Envelope ID: D5896D0F-3388-8B5F-83BD-65D5D8B17011

EXHIBIT B Pascua Yaqui Tribe of Arizona Old Pascua Reservation



First Amended and Restated Intergovernmental Agreement between Pima County and the Pascua Yaqui Tribe for Sewer Service

EXHIBIT D

Compilation of Accounting and Associated Mapping
as attached to 2014 Intergovernmental Agreement
(CTN-WW-15-062)

Note: Retains separate internal exhibit numbers as used in the
2014 Intergovernmental Agreement

EXHIBIT B

Residential and Commercial Connections

B-1 PYT Residential Connections

Pages 1 thru 4

B-2 PYT Commercial Connections

Pages 1 thru 3

R-4

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 Hltz & 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				

RJ

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) (Misabeled 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	37	-	Unit 9	-	Currently 113 lots instead of 131, an 18 lot not paid
			40-10	45	-	Unit 10	-	
		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	
	\$53,937 (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 - Misabeled 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 for 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 Bonem
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"	08/16/2013
ENROLLMENT MODULAR / aka Public Defender	4725B W. Calle Tetakusim	\$1,455.00 (3-22-2001) PT01S00240	11512530	5/8"	
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"	
No 1" at this location					10/03/2013
Sewallo Golf Course	5655 W. Valencia	Fees Pending Listed in Exhibit D	22254306 22263604 22263592 22265994 / 73964203	1" 5/8" 5/8" 2" / 4"	10/03/2013
Buildings Include: • Maintenance Facility • Comfort Station • Starter Shack	Maintenance Facility Comfort Station #1 Comfort Station #2 Starter Shack				
CASINO DEL SOL	5655 W. Valencia	Fees Pending Listed in Exhibit D	16774197 17384699 1634396 66080728	4" w/ one 1.5" Bypass 6" w/ one 1.5" Bypass	08/16/2013
Facility Includes: • Hotel • Spa • Expanded Convention Center • Pool / Cabana • Laundry • Casino					
Chevron Gas Depot - Retail Plaza	5405 W. Valencia				
Health Center / Dental Clinic Addition	7490 S. Camino De Oeste	\$12,018.00 (9-23-2002) PT02S03075	36636888 11566038 95428772 43964358 95428773	1" 2" 2" 2" 2"	08/16/2013

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	2"	08/16/2013
PYT Radio Station			2976133	2"	
			21128366	5/8"	
			29778802	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
LIOGUE 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 Huivism (originally addressed as 7791 S. Camino Huivism)	\$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

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PYT Business Connections

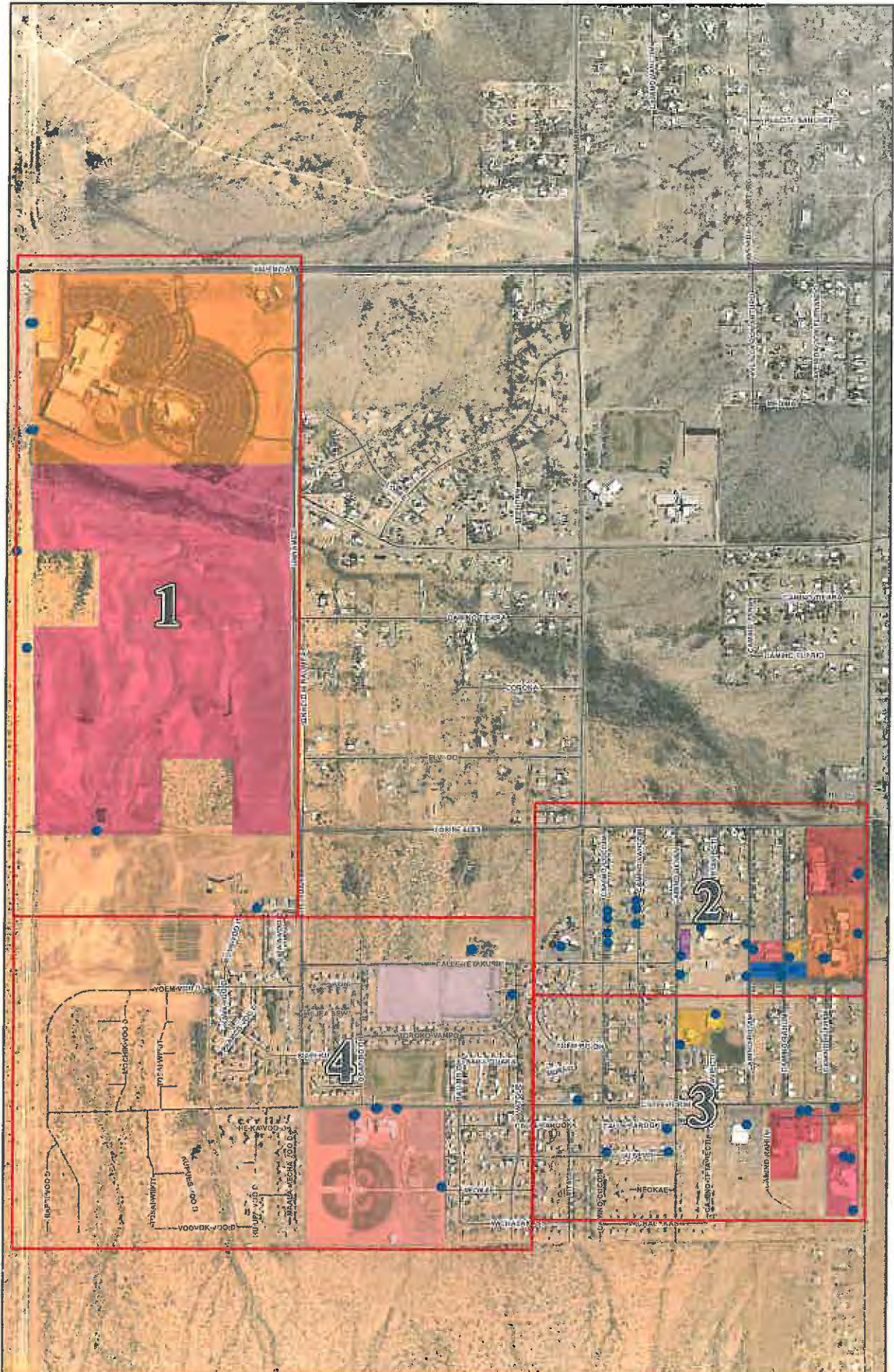


EXHIBIT C

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

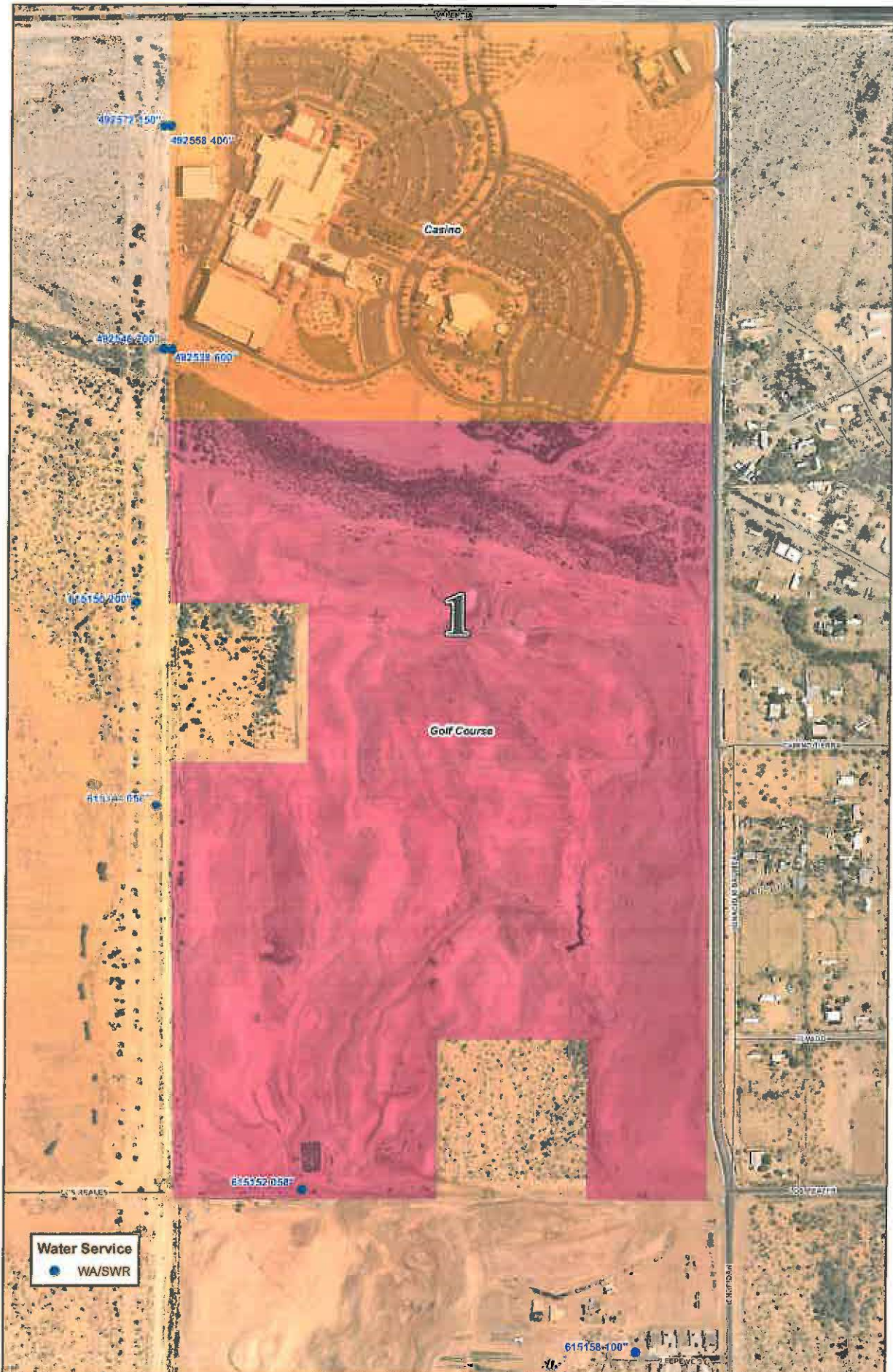


EXHIBIT C

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	13	Housing	311264	1"	36636888
7490 S. Camino De Oeste	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	Yoem 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 High School Intel Club	311232	5/8"	21144460
	68	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

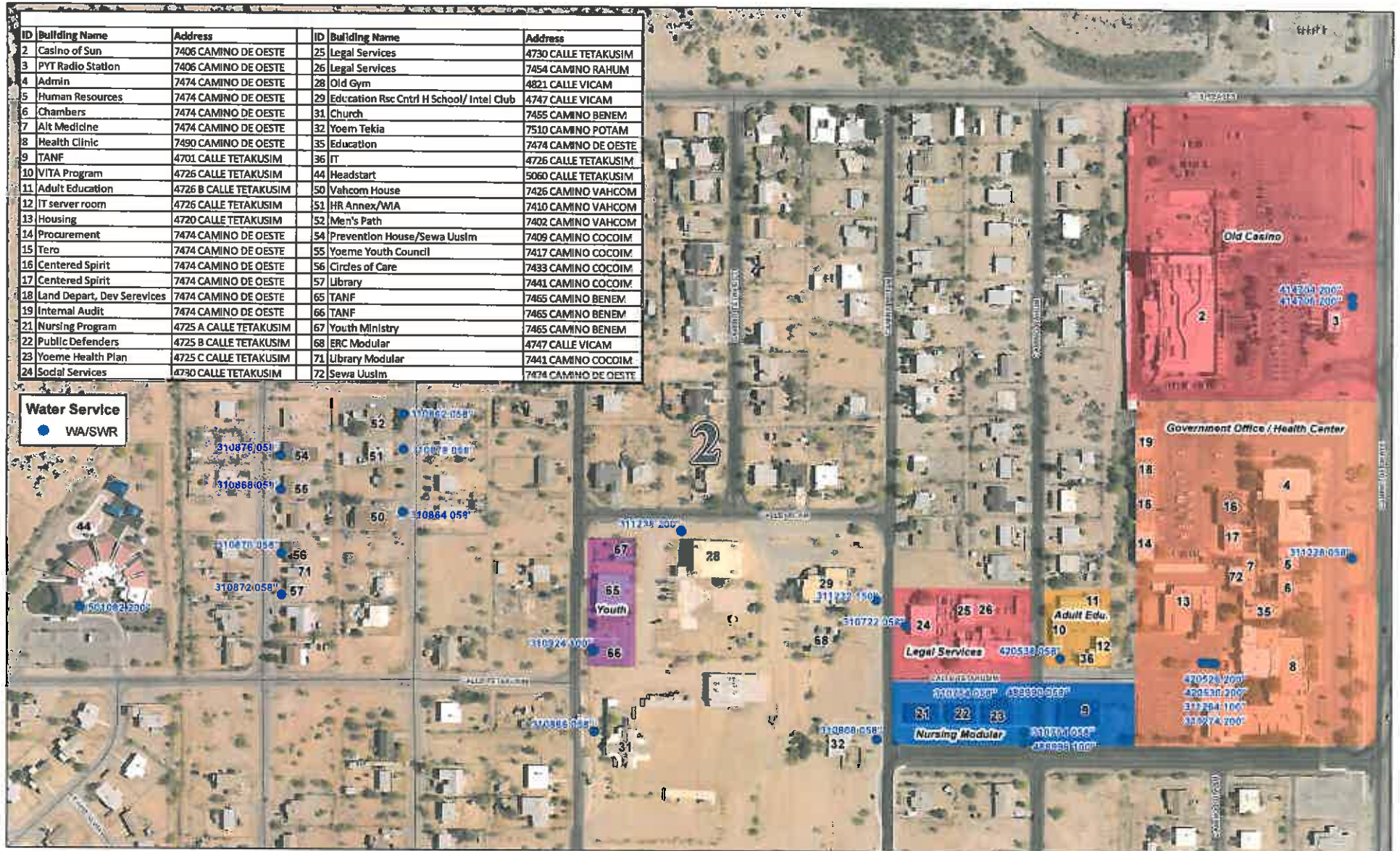


EXHIBIT C
WATER METERS WITH SEWER SERVICE ASSOCIATED WITH COMMERCIAL AND ADMINISTRATIVE PROPERTIES

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	Llogue 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 Val Sevoi	58	Vacant	311328	5/8"	43289884
4960 Val Sevoi	59	Diabetes Prevention	311386	5/8"	43288510

PYT Business Connections

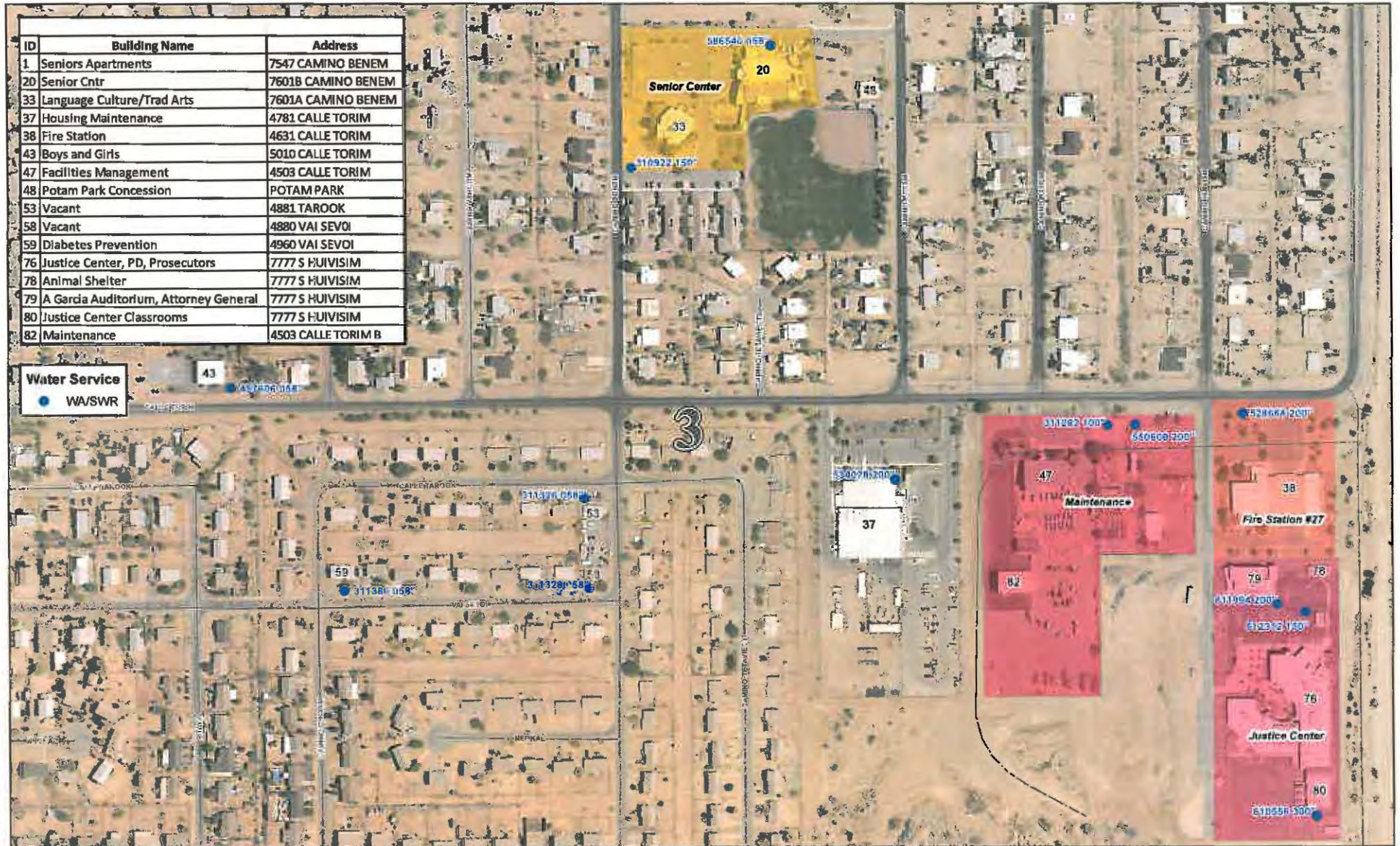


EXHIBIT C
WATER METERS WITH SEWER SERVICE ASSOCIATED WITH COMMERCIAL AND ADMINISTRATIVE PROPERTIES

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		
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	Cemetary Mnt Calvano	312032	1"	36636898
5100 W. Calle Tetakusim	81	Education Center	617572	2"	22256846

PYT Business Connections

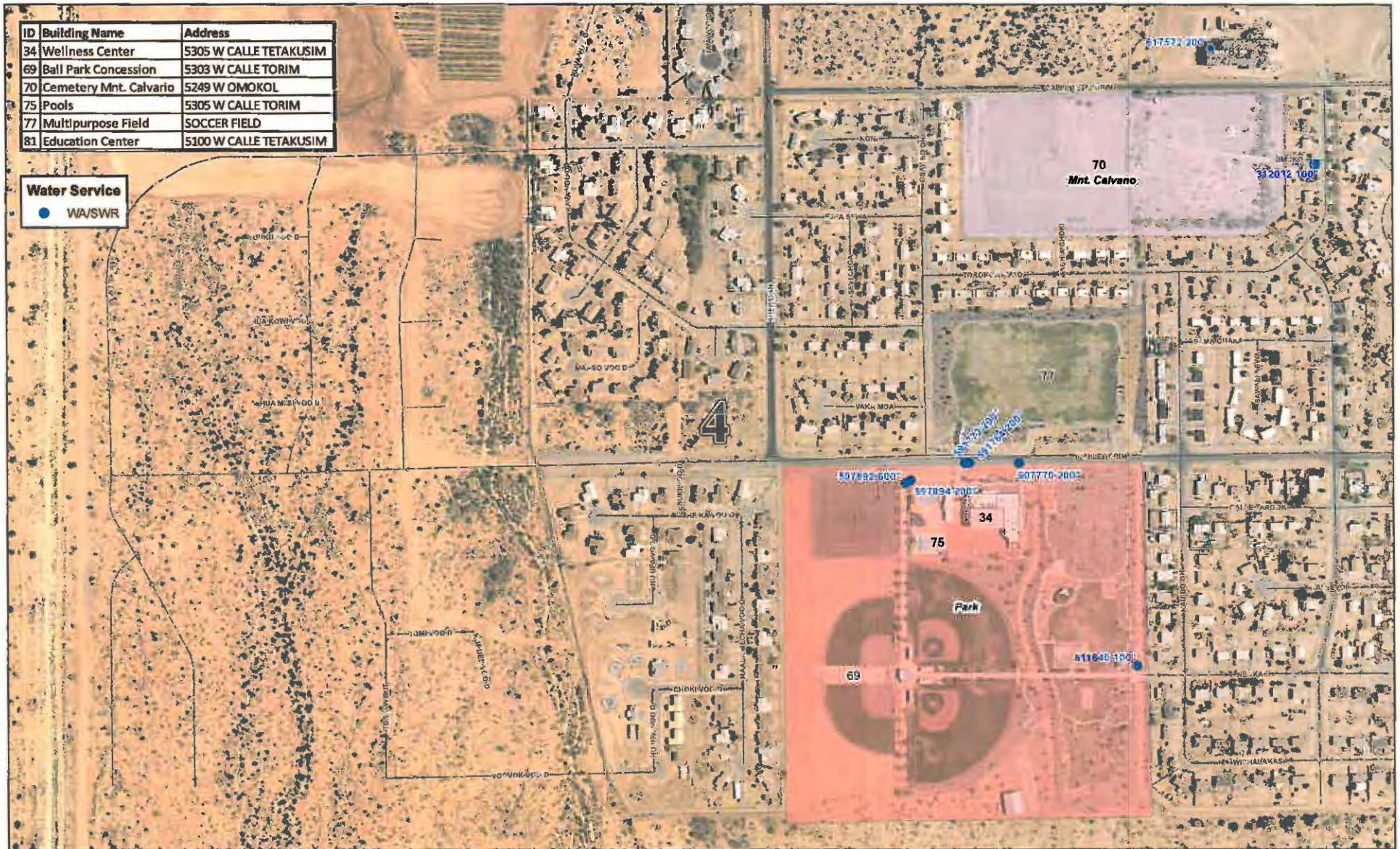


EXHIBIT C **WATER METERS WITH NO SEWER CONNECTIONS**

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	Llogue Senior Center	Irrigation	586540	5/8"	06023120
7601B S. Camino Benem	Llogue Senior Center	Irrigation	540312	1.5"	13884157
Potam Park	Potam Park Concession	Irrigation	310908	2"	None Listed
			310910	2"	
			311272	5/8"	
4631 W. Calle Torim	Fire Station #27	Irrigation	528668	2"	18227308
7777 S. Camino Hulvism	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
Saweilo Golf Course	Comfort Station #2 [per P13CP04211 dtd 07-03-2013 for 7063 S. Viviana Rd] <i>Septic</i>	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

84

**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	TA'A VOO'D 7422 S.	5/8"	2011	611944		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7423 S.	5/8"	2011	612110		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7432 S.	5/8"	2011	612066		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7433 S.	NULL METER	2011	Obj #243494		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7442 S.	5/8"	2011	612064		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7443 S.	5/8"	2011	612058		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7452 S.	5/8"	2011	612128		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7453 S.	5/8"	2011	612060		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7462 S.	5/8"	2011	612126		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7463 S.	5/8"	2011	611948		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7472 S.	5/8"	2011	611946		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7473 S.	5/8"	2011	612114		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7482 S.	5/8"	2011	612124		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7483 S.	5/8"	2011	612116		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7492 S.	5/8"	2011	612122		4,066.00	Project 40-13
Pascua Yaqui Tribe	TA'A VOO'D 7493 S.	5/8"	2011	612118		4,066.00	Project 40-13
Total	21 Residential lots	TOTAL RESIDENTIAL FEES DUE:				\$ 85,386.00	

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 06-01-2013	2"	2013	617572		69,790.00	Education Center [2" meter = \$69,790. PT12S01195 (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 / PT12S00816 (6-5-2012)
		5/8"	2012	615152	12,175.00		Golf Course--Comfort Station #1 / PT12S00817 (6-5-2012)
					12,175.00		Golf Course--Starter Shack / PT12S00818 (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 / PT11S00111 (1-26-2011)
		2"	none given	492546	550,614.00		Casino Remodel--Addition / PT11S00112 (1-26-2011)
		4"	none given	492558	48,214.00		Pool & Cabana / PT11S00113 (1-26-2011)
		1.5"	none given	492572	28,332.00		Casino Warehouse & Laundry / PT11S00114 (1-26-2011)
					8,448.00		Casino Mock-up Bldg / PT11S00115 (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 RWRD permitting staff: NO building plans were ever submitted, and no information exists to substantiate calculations for the PYT 6-5-12 permit applications. All figures were provided by Wood Patel Engineering firm.

TOTAL RESIDENTIAL FEES DUE:	\$ 85,386.00
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

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	Habitat for Humanity
7522	S	KAVA VOO'D	R	PT10S01312	1,164.00	1,048.00	07/13/2012	20	40-11	Habitat for Humanity
7882	S	MAALA MACHA VOO'D	R	PT10S01307	1,164.00	1,048.00	07/13/2010	20	40-12	Habitat for Humanity
7891	S	MAALA MACHA VOO'D	R	PT10S01308	1,164.00	1,048.00	07/13/2010	20	40-12	Habitat for Humanity
7892	S	MAALA MACHA VOO'D	R	PT10S01309	1,164.00	1,048.00	07/13/2010	20	40-12	Habitat for Humanity
7902	S	MAALA MACHA VOO'D	R	PT10S01310	1,164.00	1,048.00	07/13/2010	20	40-12	Habitat for Humanity
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

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

Street #	Direction	Street Name	Com/Res	Activity	Amnt Paid	Interest Pd	Date Pd	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	Ck #167103 (\$1,393 interest pd)
5444	W	MAASO VOOD	R	PT10S01293	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5447	W	MAASO VOOD	R	PT10S01294	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5454	W	MAASO VOOD	R	PT10S01295	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5457	W	MAASO VOOD	R	PT10S01296	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5467	W	MAASO VOOD	R	PT10S01297	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5474	W	MAASO VOOD	R	PT10S01298	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5477	W	MAASO VOOD	R	PT10S01299	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5487	W	MAASO VOOD	R	PT10S01300	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5494	W	MAASO VOOD	R	PT10S01301	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5497	W	MAASO VOOD	R	PT10S01302	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5514	W	MAASO VOOD	R	PT10S01303	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5517	W	MAASO VOOD	R	PT10S01304	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5524	W	MAASO VOOD	R	PT10S01305	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #0167103 (\$1,254 interest paid)
5527	W	MAASO VOOD	R	PT10S01306	836.00	3,754.00	07/15/2010	Project 40-12	20	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	Ck #167103 (\$1,254 interest pd)
7542	S	PAAROS VOOD	R	PT10S01273	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
7551	S	PAAROS VOOD	R	PT10S01274	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
7555	S	PAAROS VOOD	R	PT10S01276	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
7561	S	PAAROS VOOD	R	PT10S01277	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
7562	S	PAAROS VOOD	R	PT10S01278	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
7571	S	PAAROS VOOD	R	PT10S01279	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
7572	S	PAAROS VOOD	R	PT10S01280	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
7581	S	PAAROS VOOD	R	PT10S01281	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
7602	S	PAAROS VOOD	R	PT10S01282	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
7611	S	PAAROS VOOD	R	PT10S01283	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
7612	S	PAAROS VOOD	R	PT10S01284	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
7621	S	PAAROS VOOD	R	PT10S01285	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
7622	S	PAAROS VOOD	R	PT10S01286	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
5408	W	SIARI KUTA	R	PT10S01267	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
5415	W	SIARI KUTA	R	PT10S01288	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
5420	W	SIARI KUTA	R	PT10S01268	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
5435	W	SIARI KUTA	R	PT10S01290	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
5445	W	SIARI KUTA	R	PT10S01291	836.00	1,254.00	07/15/2010	Project 40-12	20	Ck #167103 (\$1,254 interest pd)
5460	W	SIARI KUTA	R	PT10S01271	836.00	1,254.00	07/15/2010	Project 40-12	20	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	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	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	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	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		FLUES	Project #	Description
5480	W	CHOKI VOO'D	R	PT10S01247	4,899.00	-	07/15/2012	Project 40-13	21	40-12	Ck #167103
5486	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
7881	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	PT10S01261	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		