

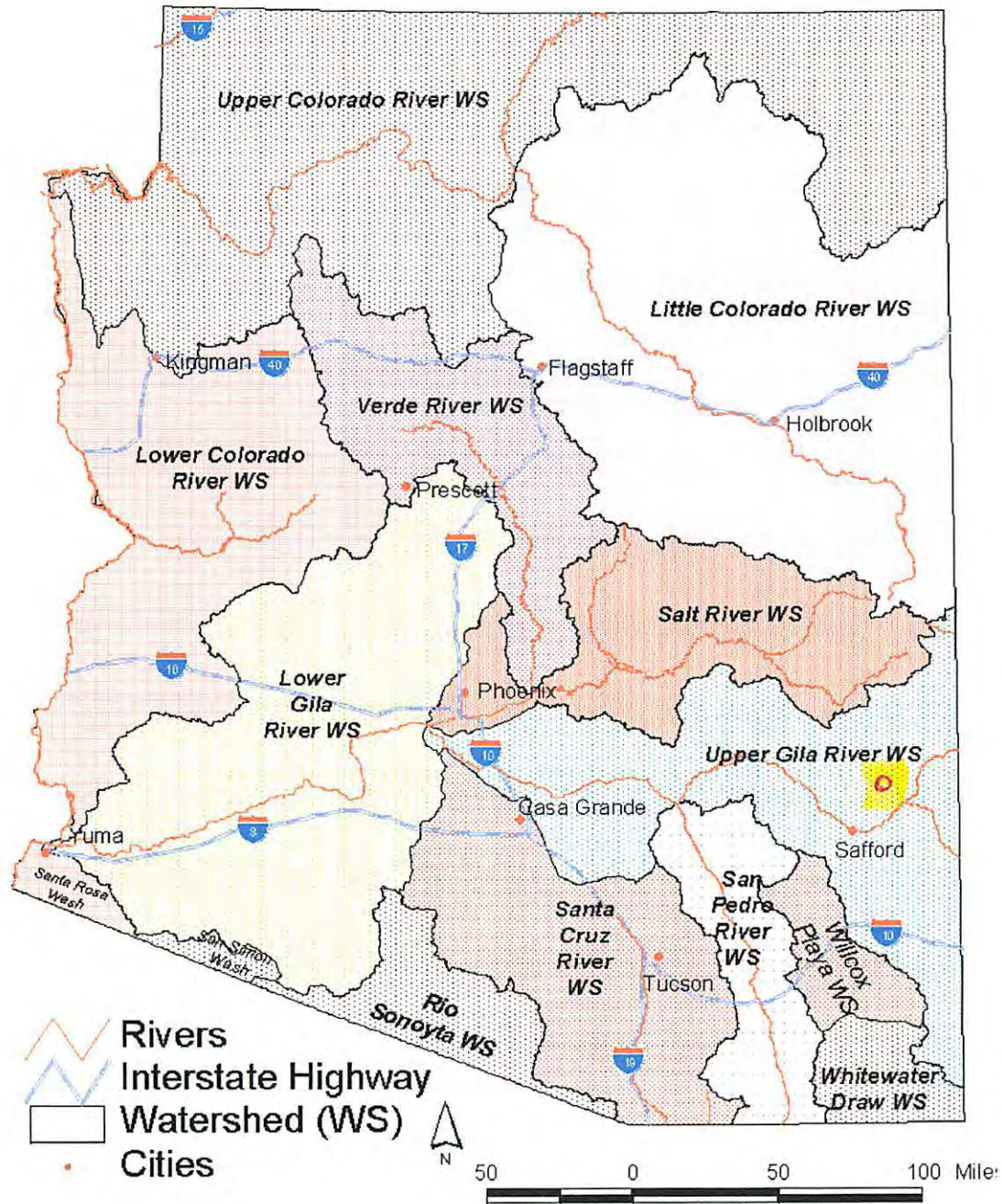
Arizona Water Protection Fund Application Cover Page

WPF 0318

Title of Project: Double Circle Ranch Riparian Fencing Project													
Type of Project: <input checked="" type="checkbox"/> Capital or Other <input type="checkbox"/> Water Conservation <input type="checkbox"/> Research		Stream Type <input checked="" type="checkbox"/> Perennial <input checked="" type="checkbox"/> Intermittent <input checked="" type="checkbox"/> Ephemeral											
Your level of commitment to maintenance of project benefits and capital improvements: <input type="checkbox"/> < 5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 11-15 years <input checked="" type="checkbox"/> 16-20 years													
Applicant Information: Name/Organization: Double Circle Ranch Address 1: P.O.Box 1151 Address 2: City: Clifton State: Arizona ZIP Code: 85533 County: Greenlee Phone: 865-604-9971 Fax: Watershed: Upper Gila River Tax ID No.:			Inside an AMA: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which AMA: <input type="checkbox"/> Phoenix <input type="checkbox"/> Tucson <input type="checkbox"/> Prescott <input type="checkbox"/> Pinal <input type="checkbox"/> Santa Cruz										
			Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation										
Contact Person: Name: Wilma Ann Jenkins/ Douglas A. Dressler Title: Owners Phone: Fax: e-mail:			Any Previous AWPf Grants <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide Grant #(s)										
Arizona Water Protection Fund Grant Amount Requested: \$80,450.00 If the application is funded, will the Grantee intend to request an advance: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Matching Funds Obtained and Secured: <table style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Applicant/Agency/Organization:</th> <th style="text-align: right;">Amount (\$):</th> </tr> </thead> <tbody> <tr> <td>1. Applicant</td> <td style="text-align: right;">1,000.00</td> </tr> <tr> <td>2. USFS</td> <td style="text-align: right;">7,000.00</td> </tr> <tr> <td>3. Greenlee County</td> <td style="text-align: right;">2,000.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: 10,000.00</td> </tr> </tbody> </table>		Applicant/Agency/Organization:	Amount (\$):	1. Applicant	1,000.00	2. USFS	7,000.00	3. Greenlee County	2,000.00	Total: 10,000.00	
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1. Applicant	1,000.00												
2. USFS	7,000.00												
3. Greenlee County	2,000.00												
Total: 10,000.00													
Signature of the undersigned certifies understanding and compliance with all terms, conditions and specifications in the attached application. Additionally, signature certifies that all information provided by the applicant is true and accurate. The undersigned acknowledges that intentional presentation of any false or fraudulent information, or knowingly concealing a material fact regarding this application is subject to criminal penalties as provided in A.R.S. Title 13. The Arizona Water Protection Fund Commission may approve Grant Awards with modifications to scope items, methodology, schedule, final products and/or budget.													
Wilma Ann Jenkins		Owner Personal Identifying Information											
Typed Name of Applicant or Applicant's Authorized Representative		Title and Telephone Number											
		6-3-05											
Signature		Date Signed											



Arizona Watershed Map



Title of Project: Double Circle Ranch Riparian Fencing Project

DOUBLE CIRCLE RANCH RIPARIAN FENCING PROJECT

EXECUTIVE SUMMARY

The Double Circle Ranch fencing project protects existing riparian habitats and improves water quality for both aquatic habitat and downstream municipal use, as well as highly valued recreational use.

This project coordinates with the ongoing USFS 13,000 Acre Sheep Wash Ecosystem Restoration Project, the ongoing Pigeon Burn, the proposed NO Bar Burn and Pinyon/Juniper Thinnings, and ongoing exclusion fencing in the Eagle Creek Corridor, funded through the Gila Watershed Partnership, in cooperation with the San Carlos tribe.

Our project consists of three phases.

Phase 1: Three and one-half miles of fence dividing Big Dry Pasture, creating a riparian pasture along Lower Sheep Wash, a sixth code watershed, thus allowing for effective grazing management and continued recovery of wetlands, benefiting three miles of Lower Sheep Wash.

Phase 2: One and one-half miles of fencing, along with one mile of natural barrier dividing NO Bar pasture and isolating 2.6 miles of Lower Smith Canyon, encouraging recovery of a 31 acre riparian corridor.

Phase 3: Reconstruction of 2.5 miles of USFS/San Carlos Reservation Boundary fence along a 3.8 mile stretch of Eagle Creek, a priority one stream, eliminating continued trespass cattle and the resulting damage to the Eagle Creek Riparian corridor.

The Double Circle Ranch is home and/or potential habitat for many sensitive or endangered species, including, but not limited to, Loach Minnow, Spikedace, Gila Chub, Sonora Sucker, Desert Sucker, Razorback Sucker, Speckled Dace, Lowland Leopard Frog, Narrow Headed Garter Snake, Arizona Toad, Longthin Dace, Roundtail Chub, Common Black Hawk, Yellow Billed Cuckoo, Northern Goshawk, and Mearn's Quail.

Protecting the watersheds on Double Circle Ranch benefits these species and other game and nongame species, such as antelope, elk, javalinas, mule deer, Mexican Gray Wolf, Mexican Spotted Owl, mountain lion and black bear.

The Double Circle Ranch Riparian Fencing Project will aid in preserving and improving water quality in the Upper Eagle Creek watershed.

Project Location & Environmental Contaminant Information

Project Location Information

1. County: <u>Greenlee</u>	2. Section: <u>17,20,25,26,29,34,35</u> <u>5,6,8,9</u>	3. Township: <u>T1S</u> <u>T2S</u>	4. Range: <u>R28E</u> <u>R29E</u>
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5. Name of USGS Topographic Map where project area is located: Bee Canyon & Pipestem Mtn. Quads

6. State Legislative District: 5

7. Land ownership of project area: USFS

8. Current land use of project area: leased for grazing

9. Size of project area (in acres): Fencing 7.5 miles

10. Stream Name: Sheep Wash, Smith Canyon, and Eagle Creek

11. Length of stream through project area: 9.4 miles

12. Miles of stream benefited: 12 miles

13. Acres of riparian habitat: 327 acres will be:

☒ Enhanced
☒ Maintained
☐ Restored
☐ Created

12. Provide directions to the project site from the nearest city or town. List any special access requirements:
 Drive Hwy. 191 north from Morenci approximately 25 miles, turn left at mile marker 188. Upper Eagle Creek Road. Project phases begin at Wolf Recovery Area approximately 2.5 miles on right side of road.

Environmental Contaminant Location Information

1. Does your project site contain known environmental contaminants? ☐ YES ☒ NO If yes, please identify the contaminant(s) and enclose data about the location and levels of contaminants:

2. Are there known environmental contaminants in the project vicinity? ☐ YES ☒ NO If yes, please identify the contaminant(s) and enclose data about the location and levels of contaminants:

3. Are you asking for Arizona Water Protection Fund monies to identify whether or not environmental contaminants are present? ☐ YES ☒ NO

PROJECT OVERVIEW

The Double Circle Ranch consists of 36,272 acres in the Apache/Sitgreaves National Forest, Clifton Ranger District, Greenlee County, Arizona. Historically, the Double Circle Ranch has been used for grazing of livestock for the past 150 years, resulting in substantial alteration of watershed vegetation, soil erosion, and hydrologic characteristics (Leopold, 1946).

The USFS has been working with permittees and private land owners to restrict livestock access to the Eagle Creek riparian corridor. The Double Circle allotment had exclusion fencing constructed along Eagle Creek in 1994. An additional 100 acres of Eagle Creek corridor and riparian habitat were fenced off in 1999.

The Double Circle Ranch is in the fourth code basin of the Gila River Watershed and comprises seventeen percent of the Eagle Creek Fifth Code Watershed and six percent of the Lower Blue Fifth Code Watershed, both priority one streams/rivers (USFWS 2002 B.O.).

A five-mile stretch of Eagle Creek, which is an eighty-three mile tributary of the Gila River, forms the western border of the ranch. Three miles of Eagle Creek on the Double Circle allotment is designated critical habitat for both Loach Minnow and Spikedace. Spikedace have been documented near the confluence of Sheep Wash and Eagle Creek. Eagle Creek retains more native fish species than any other stream in the Gila River basin (USFWS 2002 B.O.).

Approximately three percent (996 acres) of the ranch consists of riparian vegetation, which is improving in both the Eagle Creek and Sheep Wash watersheds (USFWS 2002 B.O. and USFS 1998 B).

The goal of the DOUBLE CIRCLE RANCH RIPARIAN FENCIN PROJECT is to continue ongoing improvements in the Eagle Creek and Sheep Wash watersheds, benefiting both endangered species and game and nongame species indigenous to the area, improving water quality for downstream municipal sources, and enhancing recreational opportunities in the Eagle Creek area. To achieve this goal, the project will consist of three distinct phases.

PHASE 1 3.5 Mile Big Dry Fence

Objectives

1. To help implement habitat protection ongoing with the USFS in the LOWER SHEEP WASH ECOSYSTEM RESTORATION PROJECT in partnership with AZGF, NWFF, Greenlee County, Arizona Mule Deer, and others.
2. To isolate and allow effective management of 114 acres of riparian habitat along 3 miles of intermittent and interrupted lower Sheep Wash.
3. To exclude livestock grazing from Sheep Wash during critical Chiracahua Leopard Frog breeding season from March through September (see map no. 2).
4. To allow summer grazing in the north half of Big Dry pasture to allow for proper rest and rotation for improved forage providing enhanced habitat for wildlife corridors across the uplands.

Problems

1. Sheep Wash and Sheep Spring need protection from livestock effects during the March through September breeding season of the Chiracahua Leopard Frog.

2. The Big Dry pasture is one of the Ranch's largest pastures at 4,423 acres. Currently, we may not graze the entire pasture from March through September due to frog habitat. Consequently, the pasture may not be available when needed for rest and deferment of other pastures.
3. A fence is necessary to help implement habitat protection ongoing with the USFS in their Lower Sheep Wash ecosystem restoration project.

Solutions

1. The proposed 3.5 mile fence line will divide Big Dry Pasture, providing protection of critical frog habitat during their breeding season, as well as the entire Sheep Wash riparian area during critical growing periods.
2. The project will create an upland pasture for use during the spring and summer growing seasons, allowing for rest and rotation for improved forage.

Anticipated Years of Project-Related Benefit

The fence built to USFS specification is expected to last a minimum of 25 years with periodic maintenance.

PHASE 2 2.5 Mile NO Bar Fence

Objectives

1. To help implement habitat restoration and improvements proposed by the USFS with the NO Bar prescribed burns in 2006 and 2007.
2. To isolate and allow effective management of 2.6 miles of lower Smith Canyon riparian habitat to encourage riparian recovery of 31 acre corridor, complementing Lower Sheep Wash Ecosystem Restoration Project.
3. To allow rotational grazing in order to provide rest and deferment for improved forages and wildlife habitat.
4. To exclude livestock from burn areas for two full growing seasons to allow reseeding and recovery of burn areas.

Problems

1. Currently, the NO Bar pasture has an over abundance of Pinyon/Juniper growth, frequently having two times the canopy cover expected on its soil type. This provides a high risk of catastrophic fire, threatening water quality and quantity and T & E species, including Spikedace and Loach Minnow.
2. It is difficult to effectively manage the Smith Canyon riparian area without the ability to isolate upland and riparian habitats of the NO Bar pasture.
3. Currently, there is no way to isolate prescribed burn areas from grazing while the area recovers for two full growing seasons.

Solutions

1. Construction of 1.5 miles of fence line in conjunction with 1.1 miles of natural barrier will divide the NO Bar pasture, allowing proper management of Smith Canyon riparian area.
2. The division will facilitate rotational grazing, allowing for rest and deferment for improved forages.
3. Livestock can be effectively excluded from prescribed burn areas for two full growing seasons.

Anticipated Years of Project-Related Benefit

The fence built to USFS specification is expected to last a minimum of 25 years with periodic maintenance.

PHASE 3
2.5 Mile San Carlos Reservation/USFS Boundary Fence

Objectives

1. To extend riparian fencing reconstruction currently ongoing with the Point of Pines Project, a joint effort between USFS, San Carlos Tribe, ADEQ, USFWS, and the Gila Watershed Partnership.
2. To improve water quality in Eagle Creek, a priority one stream, by excluding livestock from the riparian corridor.
3. To protect T & E species (see map no. 2), as well as game and nongame habitat.

Problems

1. Extensive flooding and run off from the January 2005 storms washed out and/or severely damaged 2.5 miles of riparian fencing along Eagle Creek to the extent that it cannot be repaired.
2. Damaged fencing allows trespass cattle into critical and sensitive habitat areas threatening T & E species.
3. The Point of Pine Project funds reconstruction of one-half mile of riparian fence at the crossing onto the reservation. The actual amount of riparian fence damaged extends 1.5 miles each way from the crossing.

Solution

Reconstruction of 2.5 miles of riparian fence will exclude livestock from Eagle Creek, protecting water quality and aquatic and riparian habitat, thus protecting T & E species.

Anticipated Years of Project-Related Benefit

The fence built o USFS specification is expected to last a minimum of 25 years with periodic maintenance.

SCOPE OF WORK

Task 1: Authorizations, Clearances and Agreements

Task Description: The Grantee shall obtain all permits, authorizations, environmental clearances and agreements necessary to complete the tasks listed in this Scope of Work: These include but are not limited to:

- State Historic Preservation Office (SHPO) clearance
- National Environmental Policy Act (NEPA) compliance

Task Purpose: To comply with all local, state, and federal permit requirements and environmental laws, such as NEPA.

Deliverable Description: Copies of all approved authorizations, clearances, and agreements.

Deliverable Due Date: Prior to any ground disturbing activities.

Reimbursable Cost: \$1,995

Task 2: Researching Competitive Pricing for Materials and Labor

Task Description: Double Circle will contact suppliers for pricing and availability of materials and fence contractors will be contacted for bids and availability to complete project.

Task Purpose: To obtain quality fencing materials meeting USFS specifications at the best possible pricing. To make sure we have a competent contractor available to complete the project in the specified time frame.

Deliverable Description: Copies of price list from suppliers and agreements with fencing contractors.

Deliverable Due Date: December 15, 2005

Reimbursable Cost: \$495

Task 3: Obtaining and Delivering Materials To Project Location

Task Description: Due to inaccessibility by semi truck to the Double Circle Ranch on Hwy 191 from Morenci, materials must be picked up at USFS in York (Clifton) and transported by pickup truck and 24 foot trailer to the project location.

Task Purpose: To having fencing materials available on project site.

Deliverable Description: Shipping invoices and billing for delivery to USFS of fencing materials. Also, mileage and labor cost for trips to Double Circle Ranch from USFS to project site.

Deliverable Due Date: February 15, 2006 (dates subject to SHPO and NEPA clearances and material availability).

Reimbursable Cost: \$24,960

Task 4: Supervising Fence Construction

Task Description: Monitoring construction of all three phases.

Task Purpose: To ensure USFS specifications are maintained throughout the entire project.

Deliverable Description: Billing for completed fencing as well as photos documenting work completed.

Deliverable Due Date: Phase 1 (Big Dry Fence): May 15, 2006

Phase 2 (NO Bar Fence): July 15, 2006

Phase 3 (San Carlos/USFS Boundary Fence): September 15, 2006

All dates subject to SHPO and NEPA clearances, as well as material and labor availability.

Reimbursable Cost: \$52,500

SCOPE OF WORK

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Task 5: Final Report

Task Description: Double Circle Ranch will submit proof of project completion.

Task Purpose: To show all three phases are completed to specifications and on schedule.

Deliverable Description: Photos, GPS coordinates and a report of the final project status of all three phases completed.

Deliverable Due Date: October 15, 2006

Reimbursable Cost: \$500

DETAILED BUDGET BREAKDOWN

TASK NUMBER	DIRECT LABOR COSTS	OTHER DIRECT COSTS	OUTSIDE SERVICES	CAPITAL OUTLAY	ADMINIST RATIVE COSTS
Task 1			\$1500.00		\$495.00
Task 1: desc.			Outside services for SHIPPO and NEPA clearance (archeologist & environment al consultant- 50 hrs. @ \$30 hr.)		To coordinate with outside services (33 hrs. @ \$15 hr.)
Task 2	\$495.00				
Task 2: desc.	Researching pricing, etc. (33 hrs. @ \$15 hr.)				
Task 3	\$520.00	\$445.00	\$1000.00	\$22,500.00	\$495.00
Task 3: desc.	Delivery and load/unload (2 people- 26hrs. @ \$10 hr. ea.)	USFS forklift load/unload \$100 Tractor @ ranch to unload at job sites \$120 Truck and 24' trailer for hauling 3 loads, Clifton to ranch- (225 miles @ \$1 mile)	Delivery from supplier to USFS @ York	Fencing Materials- std. rate is \$3000 / mile @ 7.5 mi.	Oversee material delivery to job sites (33 hrs. @ \$15 hr.)
Task 4			\$52,500.00		
Task 4: desc.			Standard rate in this area is \$7000 / mlie @ 7.5 mi.		

Task 5		\$200.00			\$300.00
Task 5: desc.		Misc. costs, Photos-\$40 Phone calls- \$15 Printing-\$30 Mailing-\$15 Computer use-\$75 Supplies and materials-\$25			Preparing final report (20 hrs. @ \$15 hr.)
TOTALS	\$1015.00	\$645.00	\$55,000.00	\$22,500.00	\$1290.00

Total project cost: \$80,450.00

MATCHING FUNDS BREAKDOWN

SOURCE	DIRECT LABOR COSTS	OTHER DIRECT COSTS	OUTSIDE SERVICES	CAPITAL OUTLAY	ADMINIST RATIVE COSTS
USFS			\$1000.00	\$6000.00	
USFS: desc.			Consultation on project	Cattle guard for road crossing at FR 217	
Greenlee Co.			\$2000.00		
Greenlee Co.: desc.			Installation of cattle guard at FR 217		
Double Circle Ranch					\$1000.00
Double Circle Ranch: desc.					Oversee all phases of the Project
TOTALS			\$3000.00	\$6000.00	\$1000.00

Total matching funds: \$10,000.00

Matching funds in the amount of \$51,600 for Phase 1 and 2 of this project have been applied for from the LCCGP Grant.

Phase 1 of our project dovetails with the USFS Sheep Wash Ecosystem Restoration-Lower Sheep Wash Block, which specifically deals with the protection and restoration of critical riparian areas on our ranch. There are many contributing partners to the ongoing project, such as the Safari Club, the National Wild Turkey Federation, the Arizona Elk Society, and the Mule Deer Foundation, to name a few (see the Sheep Wash Ecosystem Restoration paper). Matching funds in the amount of \$58,300 have been obtained, with \$34,000 more proposed.

Phase 2 of our project will coincide with the planned continuation of thinning and prescribed burns by the USFS on and around our allotment. The ongoing Pigeon burn and the planned NO Bar/Four Bar prescribed burns will require that we utilize our pastures while allowing treated areas adequate rest. There are many partners in the project, both now and in the future. Some of these partners are ADEQ, AZGF, AWPf, Eastern Arizona Counties Resource Committee (RAC), Gila Watershed Partnership, NFWF, NRCS, Southeastern Arizona Sportsmen Club, and various groups (see the Pigeon Ecosystem Restoration Project information paper). Funds in the amount of \$256,000 have been obtained for this project. Double Circle Ranch has contributed \$2,300 for stabilizing and hardening of driveway across Smith Canyon.

MATCHING FUNDS BREAKDOWN

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Phase 3 of our project coincides with the ongoing Point-of-Pines riparian fencing project funded through the Gila Watershed Association, partnering with USFS, Arizona Game and Fish, ADEQ, USFWS, and the San Carlos Tribe. Funds in the amount of \$37,300 have been obtained for this project.

**ARIZONA WATER PROTECTION FUND
GRANT AWARD CONTRACT**

DUPLICATE

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COVER PAGE

Project Title: Double Circle Ranch Riparian Fencing Project		Project Purpose: Existing fence along Upper Eagle Creek will be repaired and new fence installed in riparian corridors upstream from the creek. Fencing will protect riparian vegetation, prescribed burn areas, and critical habitat for several protected species of fish and frog.
Grantee: Wilma Ann Jenkins Double Circle Ranch P.O. Box 1151 Clifton, AZ 85533 Greenlee County EIN No.: Personal Identifying Information	Type of Project: <input checked="" type="checkbox"/> Capital Project or Other <input type="checkbox"/> Research <input type="checkbox"/> Water Conservation	AMA: <input type="checkbox"/> Phoenix <input type="checkbox"/> Tucson <input type="checkbox"/> Prescott <input type="checkbox"/> Pinal <input type="checkbox"/> Santa Cruz <input checked="" type="checkbox"/> Outside AMA
This Agreement shall become effective: Upon the date it is executed by both parties.	Arizona Water Protection Fund Grant Amount: \$84,448	Matching Funds: Grantee: \$ 1,000 Other: \$ 9,000 Total: \$10,000

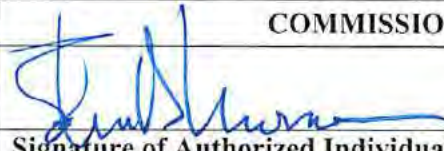
Termination Date: January 31, 2009

TERMS OF AGREEMENT

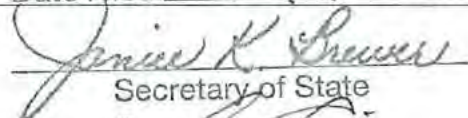
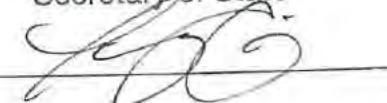
This Grant Award Contract is entered into by **WILMA ANN JENKINS (GRANTEE)**, and the **ARIZONA WATER PROTECTION FUND COMMISSION (COMMISSION)**, through its Chair pursuant to authority granted to the Commission by A.R.S. § 45-2101 et seq. The parties agree to fulfill the terms and conditions of this Grant Award Contract, and to abide by all contractual and statutory regulations governing the expenditure of Commission funds.

This Grant Award Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.

The parties hereto agree to carry out the Provisions of this Grant Award Contract.

GRANTEE		COMMISSION	
			
Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
Wilma Ann Jenkins		John D. Newman	
Typed Name		Typed Name	
Ranch Owner		Chair	
Typed Title		Typed Title	

NO. 27936
 Filed with the Secretary of State
 Date Filed: 1-17-05


 Secretary of State
 By: 

**ARIZONA WATER PROTECTION FUND
GRANT AWARD CONTRACT**

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GENERAL PROVISIONS

1. DEFINITIONS:

As used throughout this Contract, including the General Provisions, Special Provisions, and the Scope of Work, the following terms shall have the meaning set forth below:

- a. "Administrative Cost" means those costs that are traditionally termed indirect and overhead.
- b. "Agreement" or "Contract" means this Arizona Water Protection Fund Grant Award Contract between the Commission and Grantee.
- c. "Arizona Water Protection Fund" means the fund established by A.R.S. § 45-2111 and consisting of monies as set forth in A.R.S. § 45-2112.
- d. "Chair" means the chairperson of the Arizona Water Protection Fund Commission or a person duly authorized by the Chair to act on the Chair's behalf.
- e. "Commission" means the Arizona Water Protection Fund Commission or its authorized representative.
- f. "Deliverables" means the reports, documentation, and other materials developed for submission to the Project Manager by the Grantee in the course of the Grantee's performance under this Contract.
- g. "Equipment" means one or more tools, implements, computers, computer hardware, computer software, cameras, camera accessories, vehicles, or instruments purchased with Grant funds pursuant to either this Contract or a prior Contract between the Commission and the Grantee that is intended to be used to carry out the purposes of this Contract.
- h. "Grantee" means the person, firm, or organization performing the work or delivering the items described in this Contract.
- i. "Grant Application" means the application filed by the Grantee upon which this Contract was awarded.
- j. "Grant Award Contract" means this Contract between the Grantee and the Commission.
- k. "Operation and Maintenance Period" means the period of time during which grant-assisted structures, human access or educational facilities, revegetation sites, and any other grant-assisted improvements shall be operated and maintained.
- l. "Project" means the total of all work to be performed by the Grantee as set forth in this Contract.
- m. "Project Manager" means the Arizona Department of Water Resources technical Staff person delegated by the Chair to administer this Contract.

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- n. "Scope of Work" means that part of this Contract that describes the work to be performed by the Grantee to accomplish the Project purpose. If the Scope of Work conflicts with the General or Special Provisions, the terms of the Scope of Work shall govern.
- o. "Shall" means what is mandatory.
- p. "Special Provisions" means those provisions of this Contract that alter or augment the General Provisions. If the Special Provisions conflict with the General Provisions, the Special Provisions shall govern.
- q. "Staff" means the technical, legal, and administrative staff, including the Project Manager, provided to the Commission by the Director of the Arizona Department of Water Resources pursuant to A.R.S. § 45-2114.
- r. "State" means the State of Arizona, including the Department of Water Resources.
- s. "Task" means the specific provisions in the Scope of Work of this Contract that describe the nature and manner of the specific work to be performed and the Deliverables to be submitted to the Project Manager by the Grantee.

2. GENERAL REQUIREMENTS:

- a. This Contract shall be interpreted in accordance with Arizona law.
- b. The Grantee shall obtain and maintain all licenses, permits, and authorizations necessary to perform its obligations under this Contract. The Grantee is responsible for compliance with all applicable local, state, and federal laws.
- c. In this Contract, Special Provisions alter the General Provisions. If the Special Provisions conflict with the General Provisions, the Special Provisions shall govern. If the Scope of Work conflicts with either the Special or General Provisions, the Scope of Work shall govern.

3. RELATIONSHIP OF THE PARTIES:

The parties agree that the Grantee shall not be considered an employee, associate, partner, officer, joint venturer, or agent of the Commission or the State as a result of this Contract. The Grantee is solely responsible for the planning, design, scope, and implementation of the Project funded through this Contract. Neither the Commission nor the State is responsible for any liabilities resulting from the Grantee's planning, design, scope and implementation or performance of the Project funded through this Contract.

4. BOOKS AND RECORDS:

The Grantee shall keep adequate books, accounts, files, and records related to work performed and expenditures incurred for a period of five (5) years after the termination of this Contract. Such books, accounts, files, and records shall be made available for inspection by the

**ARIZONA WATER PROTECTION FUND
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Commission, Staff, or other appropriate agents of the State upon timely written notice. Financial records shall: (1) identify the Tasks completed; (2) include records of the time the Grantee spent performing the Tasks; and (3) include original copies of invoices, statements, sales tickets, billings for work, and similar documents as necessary to document all expenditures applicable to this Contract.

5. INSPECTION AND AUDIT:

Commission representatives and other appropriate agents of the State shall, during the term of this Contract, be entitled to review and inspect the Grantee's Project site and data which pertain to the work specified in the Scope of Work. Timely written notice shall be provided prior to any inspection. The right to inspect shall include review of operation and maintenance of the Project site and performance of field analyses and data collection to assess the degree of success of the Project.

All data collected and maintained pursuant to the requirements of this Contract shall be subject to examination on the request of the Auditor General in accordance with A.R.S. § 41-1279.

6. INDEMNIFICATION:

The parties to this Contract agree that the Grantee shall indemnify, defend, and hold harmless the Commission and the State, including the Department of Water Resources, for all claims which result in vicarious/derivative liability of the State as a result of the act, omission, misconduct, or other fault of the Grantee, its agents, officials or employees.

7. RESOLUTION OF DIFFERENCES:

- a. Disputes arising during the performance of this Contract will be resolved to the maximum extent possible through cooperation and coordination of the Grantee and Staff. If the Grantee and Staff are unable to resolve the differences or circumstances require an immediate decision, the Project Manager will refer the conflict to the Commission for resolution.
- b. Disputes arising out of this Contract are subject to arbitration to the extent required by A.R.S. § 12-133 and § 12-1518.
- c. Disputes arising out of this Contract are subject to the jurisdiction of the Superior Court of the State of Arizona.

8. STOP WORK NOTICE:

In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Contract, illegal or unpermitted activities, or other material discrepancies between the Contract and the Grantee's activities, the Commission reserves the right to issue notice to the Grantee to stop work. The notice will further specify that the Commission will not approve

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resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the Commission.

9. TERMINATION OF CONTRACT:

- a. The Commission, in addition to other rights set forth elsewhere in this Contract, reserves the right to terminate this Contract in whole or in part, without cause, effective thirty (30) calendar days after receipt of written notice of termination sent by certified mail to the Grantee.

The Commission, in addition to other rights set forth elsewhere in this Contract, reserves the right to terminate this Contract in whole or in part, for cause, effective upon receipt of written notice of termination sent by certified mail to the Grantee.

In the event of termination as provided in Paragraph 9 (a):

- 1) The Grantee shall stop work as specified in the notice of termination.
 - 2) If the payments prescribed by this Contract are made on a reimbursable basis, the Commission shall pay the Grantee the allowable cost for all Tasks completed in accordance with the Scope of Work as approved by the Project Manager. In addition, the Commission shall pay the Grantee its reasonable, actual costs, not to exceed the allowable costs established in the Scope of Work, for work in progress as determined by generally accepted accounting principles and practices.
 - 3) If payments have been made on an advance basis, the Grantee shall return all unexpended Grant funds within fifteen (15) calendar days of receipt of notice of termination. The Grantee, at the Commission's request, shall deliver to Staff specified completed documents, programs, data, and other information described in the Contract.
- b. The State may cancel this Contract without penalty or further obligation pursuant to A.R.S. § 38-511, which provides for cancellations of any contract made by the State, its political subdivisions, or any of the departments or agencies of either if any persons significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract or a consultant to any other party to the contract with respect to the subject matter of the contract.
- c. In the event of cancellation under Paragraph 9 (b) of this Contract, or if the term of the Contract expires, the Grantee shall receive payment as established in Paragraph 9 (a) (2) and (3) of this Contract.
- d. In the event that the parties mutually agree to terminate a portion of the Contract, the Grantee shall continue to perform work under this Contract to the extent not terminated under the provisions of this Paragraph.

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10. NON-DISCRIMINATION:

The Grantee shall comply with Arizona State Executive Order Numbers 03-22 and 99-4 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act.

11. PAYMENTS:

- a. Payments made by the Commission to the Grantee pursuant to the Contract are conditioned upon the availability to the Commission of funds authorized for expenditure in the manner and for the purpose provided herein. The Commission shall not be liable for any purchases or work entered into by the Grantee prior to the effective date of this Contract.
- b.
 - 1) Fixed cost and reimbursable payments are conditioned upon receipt and approval by the Project Manager of the Deliverable(s) specified in the Scope of Work and an applicable, accurate, and complete payment request prepared by the Grantee.
 - 2) The Project Manager shall have a minimum of thirty (30) working days to approve the Deliverable(s) and payment request forms.
 - 3) If the Project Manager does not approve the Deliverable(s) or payment request, the Project Manager shall provide a reasonable time to the Grantee to correct the problem.
- c. If the Project Manager determines that the Grantee is in default in the performance of any obligation under this Contract, the Project Manager may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default.

12. ADMINISTRATIVE COSTS:

The Grantee may request reimbursement for Administrative Costs at a rate not to exceed five (5) percent of the total Project costs incurred that are eligible for payment under this Contract.

13. RECOUPMENT OF PAYMENTS:

The Grantee shall reimburse the Arizona Water Protection Fund for all grant funds determined by the Commission not to have been spent in accordance with the terms of this Contract.

14. NOTICES:

Whenever notice is required pursuant to this Contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the Scope of Work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this Contract, notice shall be delivered in person or by certified mail, return receipt requested.

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15. AMENDMENTS:

No amendments to this Contract shall be effective unless in writing and signed by all parties to the Contract.

16. SUBCONTRACTS:

- a. Subcontractors or consultants may be used in the performance of Tasks described in the Scope of Work of this Contract.
- b. Proposals to subcontract any Task described in this Contract must be approved by the Project Manager. Any subcontract shall be submitted to the Project Manager for approval prior to execution by the Grantee. A copy of any executed subcontract shall be submitted to the Project Manager prior to commencement of the subcontracted work.
- c. Any subcontractor or consultant participating in this Contract shall comply with the terms and conditions of this Contract, as set forth in the General Provisions, Special Provisions, and Scope of Work.

17. ASSIGNMENTS:

- a. The Grantee shall not assign any obligations under the General or Special Provisions of this Contract to another party without prior written approval of the Commission.
- b. In the event that the Grantee transfers control or access to the Project site location through sale, lease, or other alienation of title during the term of this Contract or the Operation and Maintenance Period, the Grantee retains all duties and responsibilities assumed under this Contract.

18. WAIVERS:

- a. Neither the Grantee nor the Commission shall waive or modify any condition or requirement contained in or made a part of this Contract without a written amendment to this Contract.
- b. A waiver by the Commission of any breach or default of any of the provisions of this Contract shall not be construed as a waiver of any succeeding breach or default of the same or other provisions.

19. INCORPORATION OF GRANT APPLICATION:

The Grantee's approved Grant Application is incorporated by reference as part of this Contract; however, the terms of this Contract shall take precedence over the terms of the approved Grant Application in the event of conflict or ambiguity.

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20. OPERATION AND MAINTENANCE:

- a. The Operation and Maintenance Period shall be for 20 years unless otherwise specified in the Special Provisions.
- b. The Operation and Maintenance Period for each individual grant-assisted structure, human access or educational facility, revegetation site, or any other grant-assisted improvement shall begin upon the approval by the Project Manager of the designated Deliverables identified in the Scope of Work.
- c. During the Operation and Maintenance Period, the Grantee shall, in good faith, provide operation and maintenance of all grant-assisted structures, human access or educational facilities, revegetation sites, and any other grant-assisted improvements.
- d. During the term of this Contract and the Operation and Maintenance Period, the Grantee shall provide reasonable protection from vandalism to the Project site and to any grant-assisted structural, revegetation, or other improvements thereon.
- e. If, during the term of this Contract or the Operation and Maintenance Period, a major flood, fire, or other unforeseen act of nature causes substantial damage to the Project site, or to any grant-assisted structure, revegetation, or other improvements, the Grantee shall notify the Project Manager in writing within fifteen (15) calendar days of discovering the damage. The parties shall assess the damage and determine whether to continue the Project and/or operation and maintenance responsibilities.

21. EQUIPMENT:

- a. The Grantee shall not purchase any Equipment without the prior approval of the Project Manager. In addition, the Grantee shall not purchase any Equipment with a value equal to or greater than \$3000 without the prior approval of the Commission.
- b. Equipment shall be the property of the Grantee, and the Grantee shall be responsible for maintenance and safekeeping of such Equipment.
- c. Equipment shall be used only for the purposes of this Contract.
- d. If Equipment purchased pursuant to this Contract or a prior Contract between the Commission and the Grantee has a remaining useful life after termination of this Contract, the Grantee shall continue to use the Equipment for work in any subsequent Arizona Water Protection Fund Contracts as appropriate.
- e. The Grantee shall not execute a lease of Equipment without the prior approval of either the Commission or the Project Manager.

22. DATA:

- a. All data, information, research, reports, and analyses prepared or collected by the Grantee in carrying out the terms of this Contract shall be owned by the parties to this Contract.

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GRANT AWARD CONTRACT**

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- b. Unless otherwise provided in this Contract, all data, information, research, reports, and analyses prepared or collected by the Grantee in carrying out the terms of this Contract shall be provided to the Commission as specified in the Scope of Work of this Grant Award Contract.
- c. All Deliverables, including data, information, research, reports, and analyses submitted to the Commission are public records generated for the benefit of the citizens of the State, and may be copied, published, and disseminated to any person upon proper request.

23. REQUEST FOR COPIES:

If the Grantee receives a request to prepare a copy of any Deliverable required by this Contract, the Grantee shall provide the copy at cost, or at a price required by law.

24. GRANTEE'S REPRESENTATIONS AND WARRANTIES

All representations and warranties made by the Grantee under this Contract, including but not limited to those representations made in Paragraph 20 and in the Grant Application, shall survive the expiration or termination of this Contract. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Ch. 5.

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SPECIAL PROVISIONS

NONE

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SCOPE OF WORK

A. EFFECTIVE DATE:

This Contract shall become effective upon the date it is executed by both parties.

B. TERM:

This Contract shall terminate on **January 31, 2009**.

C. NOTICES, CORRESPONDENCE, REPORTS AND PAYMENTS:

1. Notices, correspondence and payments from the Commission or Staff to the Grantee shall be sent to:

Project Coordinator:

Wilma Ann Jenkins
Double Circle Ranch
P.O. Box 1151
Clifton, AZ 85533

Personal Identifying Information

email: **Personal Identifying Information**

2. Notices, correspondence, data, analyses, inquiries, invoices, technical reports and other information, including all Deliverables from the Grantee to the Commission or Staff shall be sent to:

Project Manager:

Maureen Freark
Arizona Department of Water Resources
3550 North Central Avenue
Phoenix, Arizona 85012
Phone: (602) 771-8531
Fax: (602) 771-8680
e-mail: mcfreark@azwater.gov

D. DELIVERABLES QUANTITY AND FORM:

1. The Grantee shall submit to the Project Manager one copy of the Deliverables required in each Task.
2. The Grantee shall initially submit to the Project Manager one copy of the Final Report. Following the Project Manager's approval of the Final Report, the Grantee shall submit two additional copies and one electronic copy of the Final Report to the Project Manager.
3. The Grantee shall identify the Grant Contract Number and Task Number in all Deliverables submitted to the Project Manager.
4. The Grantee shall include the following language in all Deliverables prepared for this Contract, and in any publication of reports, or results generated with the financial support of the Arizona Water Protection Fund Commission:

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- a) "The Arizona Water Protection Fund Commission has funded all or a portion of this report or Project."
- b) "The views or findings presented are the Grantee's and do not necessarily represent those of the Commission, the State, or the Arizona Department of Water Resources."

E. PAYMENTS:

1. Payments will be made in accordance with the Schedule of Payments and Deliverables in Section H.
2. Fixed cost, reimbursement and advance. This is a fixed cost, reimbursement and advance Contract. The Grantee may submit a complete and accurate payment request for up to a twenty (20) percent advance payment of the total Grant Amount. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses.

The remaining payments under the Contract shall be by fixed cost and reimbursement. A fixed cost, meaning an exact value for each Deliverable is specified in the Scope of Work and in Section H: Schedule of Payments and Deliverables.

A reimbursable value for certain Deliverables also is specified in the Scope of Work and in Section H: Schedule of Payments and Deliverables. For reimbursable Task costs, the Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete Tasks as specified in the Scope of Work. Reimbursement of actual expenses shall not exceed the total Grant Amount.

Each Payment is conditioned upon receipt and approval by the Project Manager of the Deliverable(s) specified in the Scope of Work and an applicable, accurate, and complete payment request prepared by the Grantee.

F. INTRODUCTION:

The Double Circle Ranch is a 37,000-acre ranch located in the Apache-Sitgreaves National Forest. Previous land management practices and lack of adequate fencing have allowed cattle access to sensitive riparian areas. The new owners of the ranch propose to repair existing fence along a section of Upper Eagle Creek, and install new fence in riparian corridors upstream of the creek and in areas that need to recover from prescribed burns. Portions of Eagle Creek have been designated as critical habitat for the Loach minnow and Spikedace, two federally protected native fish. Fencing will also protect Chiracahua leopard frog populations during breeding season.

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G. DESCRIPTION OF TASKS:

Task #1: Permits, clearances, authorizations and agreements

The Grantee shall obtain and submit to the Project Manager all necessary permits, authorizations, clearances and agreements, and perform any consultations required to complete the tasks listed in the Scope of Work. The requirements shall be met before any ground disturbing work is performed and shall include:

- State Historic Preservation Office (SHPO) clearance XZ *(will not doc for the NO B. F. Fee)*
- ✓ • National Environmental Policy Act (NEPA) compliance, if necessary
- ✓ • Sub-contractor agreements *N/A - no sub-contracted work*

The Grantee shall submit to the Project Manager all documentation necessary to obtain a State Historic Preservation Office (SHPO) clearance, including an archeological survey. Upon receipt of the documentation, the Project Manager shall forward the documentation to SHPO for its review. SHPO clearance shall be obtained prior to initiation of any ground disturbing work.

Task purpose: To comply with all local, state, and federal permit requirements and laws.

Deliverable description: 1) Copies of all permits, clearances, authorizations and agreements necessary for project implementation and operation and maintenance activities
2) Copy of sub-contractor agreements - *N/A*

Deliverable due date: Prior to any ground disturbing activities

Reimbursable cost: \$2,095

Task #2: Prepare and Submit Plans

The Grantee shall prepare and submit to the Project Manager the Fencing Plan and the Monitoring Plan. Each plan shall include the objectives, methodologies, construction sequence and equipment necessary to implement the plan.

The **Fencing Plan** shall describe the construction of the cattle exclusion fence that will be installed to protect riparian and aquatic habitats. The Fencing Plan shall include, at a minimum:

- Permits, clearances, agreements and authorizations necessary to implement the plan
- ✓ • Map(s), to scale, showing the location of proposed fencing
- ✓ • Schematic of fencing, consistent with AZGF wildlife standards
- ✓ • Materials and equipment list
- ✓ • Construction sequence and procedures
- ✓ • Personnel responsible for completion of task

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The **Monitoring Plan** shall describe the vegetation monitoring and photo monitoring. The Monitoring Plan shall include provisions for baseline monitoring and annual monitoring throughout the contract period. The Monitoring Plan shall describe the specific monitoring schedule and shall include, at a minimum:

- Map(s), to scale, of the project reaches clearly showing the proposed monitoring sites
- Attributes to be measured, as well as frequency of monitoring
- Rationale for the number and location of monitoring points
- Procedures used to measure attributes and specific data analyses to be performed
- Materials and equipment list
- Discussion of quality assurance/quality control
- Sample data sheets and photo point record sheets
- Personnel responsible for completion of the task

The vegetation portion of the Monitoring Plan shall be designed to measure vegetative trend monitoring and to document any ecological changes at the site as a result of cattle exclusion. The vegetation monitoring program shall include vegetation transects and photo points.

The photo point-monitoring portion of the Monitoring Plan shall be designed to document changes in the vegetation monitoring portions of the monitoring program. The photo point monitoring shall be conducted in accordance with the AWP Photo Point Monitoring guidelines.

The Grantee shall obtain written approval from the Project Manager prior to implementation of each individual plan. The Grantee may request a modification to the approved Plans. A modification request shall be submitted in writing to the Project Manager for approval. The request shall describe the modification and address the effect of the modification(s) on achieving the objectives in the specific Plan. The Grantee shall obtain written approval from the Project Manager prior to implementation of any modification to the approved plan.

Task purpose:	To develop detailed plans for the fencing and monitoring components of this project.
Deliverable description:	Fencing Plan Monitoring Plan
Deliverable due date:	March 31, 2006
Reimbursable cost:	\$520

Task #3: Implementation of Fencing Plan

Grantee shall implement the approved Fencing Plan submitted as part of Task #2. Grantee shall prepare and submit to the Project Manager a Fencing Report which details the construction and maintenance of the fence. The report shall include a brief narrative of the work completed under this Task, representative photos and maps, and copies of receipts and invoices for materials, labor, and equipment.

Task purpose:	To describe all aspects of the fence installation.
Deliverable description:	Fencing Report
Deliverable due date:	September 30, 2006
Reimbursable cost:	\$81,333

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Task #4: Implementation of Monitoring Plan

Grantee shall implement the approved Monitoring Plan submitted as part of Task #2 in order to evaluate the various components of this Project. Grantee shall prepare and submit to the Project Manager a Baseline Monitoring Report and annual Monitoring Reports, which shall include a brief narrative of work completed under this Task, all data collected, analysis of all data collected, a map and GPS locations of all monitoring sites, photo point records and photographs, and copies of receipts and invoices for materials, labor and equipment. The annual reports shall also include a discussion of any operation or maintenance problems with the fence. Final analysis and reporting of all monitoring activities shall be included as part of the Final Report.

Task purpose: To document vegetative changes as a result of cattle exclusion fencing.

Deliverable description: 1) Baseline Monitoring Report
2) Annual Monitoring Reports

Deliverable due date: 1) July 31, 2006
2) July 31, 2007, July 31, 2008

Reimbursable cost: \$0

Task #5: Final Report

The Grantee shall prepare and submit a comprehensive Final Report in accordance with the AWPFF Final Report Guidelines. The Final Report shall include a summary of all methodologies used, outcomes of all Tasks, analysis of all Project data, suggestions for any changes or future actions, and an evaluation of the success of meeting Project objectives. The Grantee shall provide all data generated under this Agreement, unless otherwise specified in the Special Provisions.

Task purpose: To provide a comprehensive final report for public distribution that gives a detailed description of the project and showcases its benefits to the State of Arizona.

Deliverable description: Final Report

Deliverable due date: December 31, 2008

Fixed cost: \$500

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H. SCHEDULE OF PAYMENTS AND DELIVERABLES:

Task	Deliverable	Due Date	Cost
Task #1: Permits, clearances, authorizations and agreements	1) Copies of all permits, clearances, authorizations and agreements 2) Copy of SHPO clearance, including arch survey	Prior to any ground disturbing activities	Reimbursable Cost: \$2,095
Task #2: Prepare and Submit Plans	1) Fencing Plan 2) Monitoring Plan	March 31, 2006	Reimbursable Cost: \$520
Task #3: Implementation of Fencing Plan	Fencing Report	September 30, 2006	Reimbursable Cost: \$81,333
Task #4: Implementation of Monitoring Plan	1) Baseline Monitoring Report 2) Annual Monitoring Reports	1) July 31, 2006 2) July 31, 2007 3) July 31, 2008	Reimbursable Cost: \$0
Task #5: Final Report	Final Report	December 31, 2008	Fixed Cost: \$500
Total Grant Amount:			\$84,448
An Advance payment of \$16,890 applies to this Contract (see E. 2. under Scope of Work)			

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APPROVAL AS TO FORM

The foregoing Contract has been submitted to the Legal Division of the Arizona Department of Water Resources. The undersigned Deputy Counsel has determined that said Contract is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Water Protection Fund.

Dated this 19th day of December, 2005

Arizona Department of Water Resources

By:



Alisa Schiebler
Deputy Counsel

Arizona Water Protection Fund
DETAILED LABOR EXPENDITURE RECORD

Grant Number: 06-135WPF
 Project Name: Double Circle Ranch Riparian Fencing Project
 Grantee Name: Wilma Jenkins
 Attached to Pay Request #: 3

Date: 8/1/2008
 By: Doug Dressler
 Telephone No.: Personal Identifying Information

Employee Number	Period Worked		NO Bar Drift Fence Construction	
Doug Dressler	5/2/2008 to 5/30/2008		Construction of Drift Fence 149hrs. @ \$15/hr. = \$2,235.00	\$2,235.00
			TOTAL LABOR FOR COMPLETED DRIFT FENCE	\$2,235.00

Arizona Water Protection Fund
DETAILED LABOR EXPENDITURE RECORD

Grant Number: 06-135WPF
Project Name: Double Circle Ranch Riparian Fencing Project
Grantee Name: Wilma Jenkins
Attached to Pay Request #: 3

Date: 8/1/2008
By: Doug Dressler
Telephone No.: [REDACTED]

Employee Number	Period Worked (Days)				
			Eagle Creek Boundary Fence Repair		
9.	7/28 – 8/17/2008 (20.5)		Clearing and Reconstruction of Fence (Project 1 and 3)	\$82/day	\$1,681.00
11.	7/28 – 8/17/2008 (20.5)		Clearing and Reconstruction of Fence (Project 1 and 3)	\$82/day	\$1,681.00
Doug Dressler	7/28 – 8/17/2008		Oversee Reconstruction of Fence (Projects 1 and 3) 23 hrs. @ \$15/hr. = \$345.00		\$345.00
			TOTAL LABOR FOR COMPLETED REPAIRS		\$3,707.00

Method used to calculate "Pay per day"

We pay contract employees a daily amount plus housing, use of a vehicle, and lunch. We've calculated a fair cost for these extras which is far below the standard "per diem" amounts. Our contract employees work an 8 hour day with a 1 hour unpaid break.

\$50.00 pay for 7 hr. day
\$15.00 per diem for housing (includes cabin, propane, laundry, solar, and maintenance)
\$12.00 per diem for use of a truck (includes fuel, insurance, and maintenance)
\$5.00 per diem for lunch at the job site

\$82.00 Pay per Day

Arizona Water Protection Fund
DETAILED TRANSPORTATION EXPENDITURE RECORD

Grant Number: 06-135WPF
Project Name: Double Circle Ranch Riparian Fencing Project
Grantee Name: Wilma Jenkins
Attached to Pay Request #: 3

Date: 8/1/2008
By: Doug Dressler
Telephone No.: [REDACTED]

Employee Number	Period Worked	Job Description	Total Amount
		Transportation of Materials	
7 & 9	5/1/2008	Load and Haul materials to NO Bar site Labor: 2 men x 1 trips x 2.5hrs. trip x \$10hr. = \$50.00	\$50.00
9 & 11	7/25/2008	Load and Haul materials to Eagle Creek site Labor: 2 men x 1 trips x 1.5 hrs. trip x \$10hr. = \$30.00	\$30.00
Doug	5/2/2008	Move materials to various bluff sites w/Kubota Labor: 6 hours x \$15hr. = \$90.00	\$90.00
		Use of Kubota RTV for NO Bar materials delivery to bluffs 2 days x \$80.00/day = \$160.00	\$160.00
		TOTAL TRANSPORTATION COSTS	\$330.00

Invoice

Date: Sept. 1, 2008

Invoice #: 1100

Dressler/ Jenkins AWPf fence work

To:

Double Circle Ranch

PO Box 1151

Clifton, Az. 85533

Personal Identifying Information

Grant#	Job	Payment Terms	Due Date
AWPF Grant # 06-135 WPF	Approved Fence Repairs	Due upon receipt	

Qty	Description	Unit Price	Line Total
	Implementation of Fencing Plan:		
	Total Detailed Budget Expenses (Materials, equipment, tools, etc.)		\$1,141.35
	(See Detailed Expenditure Record)	5% Administrative	\$57.07
	Total Transportation Budget Expenses		\$330.00
	(See Detailed Transportation Expenditure Record)	5% Administrative	\$16.50
	Total Fence Construction Budget Expenses (Labor)		
	(See Detailed Labor Expenditure Record Eagle Creek Boundary)		
	(See Detailed Labor Expenditure Record NO Bar Drift Fence)		
		Subtotal	\$5,942.00
		5% Administrative	\$297.10
		Sub total	\$7,784.02
	Available Funds Remaining for Approved Repairs	Total Due	\$6,678.98

TASK 1

Invoice

Date: Jan.15, 2008
 Invoice #: 1001

Dressler / Jenkins Permits, clearances AWPf

To:

Double Circle Ranch
 PO Box 1151
 Clifton, Az 85533

Personal Identifying Information

Grant #	Job	Payment Terms	Due Date
AWPF Grant No. 06-135WPF	Task #1	Due upon receipt	

Qty	Description	Unit Price	Line Total
	Permits, clearances, authorizations and agreements:		
	Contact various agencies and companies and schedule meetings. Doug Dressler 1/20/06	3hrs.	
	Discuss paperwork required for obtaining proper clearances. Doug Dressler 1/23/06	5hrs.	
	Meet with USFS personnel on the ground and walk each fence location, document exact layout of each.		
	Big Dry Fence- Doug Dressler 1/27/06	7hrs.	
	NO Bar Fence- Doug Dressler 8/15/06	6hrs.	
	Eagle Creek Boundary Fence- Doug Dressler 1/20/07 4hrs.	4hrs.	
	Collect all permits, clearances, and authorizations and forward to AWPf grant coordinator.	8hrs.	
	Total Expenses	✓ 33hrs.@ \$15hr.	\$495.00

5% Administrative \$24.75

Total \$519.75 ✓

TASK 2

Invoice

Date: Jan.15, 2008
 Invoice #: 1005

Dressler /Jenkins fencing/monitoring plans AWPf

To:

Double Circle Ranch
 PO Box 1151

Clifton, Az 85533
 Personal Identifying Information

Grant#	Job	Payment Terms	Due Date
AWPF Grant No. 06-135WPF	Task #2	Due upon receipt	

Description	Unit Price	Line Total
Prepare and submit fencing and monitoring plans:		
All work below performed by Doug Dressler		
Contact several fence material suppliers and compare products and pricing for best deals.	1/17/06 3hrs.	
Determine equipment, materials, and supplies needed.	1/18/06 4hrs.	
Work with USFS developing necessary maps and schematic for fences.	1/19/06 4hrs.	
Develop construction sequences and procedures for fence construction at each location.	1/21/06 2hrs.	
Walk each fence location and determine best location and methods for monitoring.		
Big Dry Fence- 4/2/06	6hrs.	
NO Bar Fence- 4/3/06	5hrs.	
Eagle Creek Boundary Fence- 4/4/06	5hrs.	
Submit fencing and monitoring plans to the AWPf grant coordinator for approval.	4/2/06 3hrs.	
Total Expenses	32hrs. @ \$15hr.	\$480.00
	5% Administrative	\$24.00
	Total	\$504.00 ✓

Arizona Water Protection Fund
DETAILED LABOR EXPENDITURE RECORD

Grant Number: 06-135WPF
Project Name: Double Circle Ranch Riparian Fencing Project
Grantee Name: Wilma Jenkins
Attached to Pay Request #: Task 3

Date: 1/15/2008
By: Doug Dressler
Telephone No.: [REDACTED]

Employee Number	Period Worked (Days)	Job Description Big Dry Fence Construction	Pay per Day (see pg.2)	Total Amount Paid	
1.	4/27 - 11/4/2006 (53.5)	Clearing and Construction of Fence	\$82/day	\$4,387.00	✓
2.	6/5/2006 (8)	Clearing and Construction of Fence	\$82/day	\$ 656.00	✓
3.	7/21 - 11/4/2006 (38.5)	Clearing and Construction of Fence	\$82/day	\$3,157.00	✓
4.	8/5/2006 (14)	Construction of Fence	\$82/day	\$1,156.00	✓
5.	11/14/2006 (3)	Construction of Fence	\$82/day	\$ 246.00	✓
6.	11/21/2006 (27)	Construction of Fence	\$82/day	\$2,189.00	✓
7.	11/15 - 11/31/2006 (12.5)	Construction of Fence	\$82/day	\$1,025.00	✓
7.	6/13/2007 (16)	Final Fence Work After USFS Inspection	\$82/day	\$1,312.00	✓
8.	11/15 - 11/31/2006 (12.5)	Construction of Fence	\$82/day	\$1,025.00	✓
9.	11/31/2006 (5)	Construction of Fence	\$82/day	\$ 410.00	✓
9.	6/13/2007 (16)	Final Fence Work After USFS Inspection	\$82/day	\$1,312.00	✓
10.	11/15 - 12/15/2006 (30)	Construction of Fence	\$82/day	\$2,460.00	✓
TOTAL LABOR EXPENSE				\$19,335.00	✓

JAN 16 2008

Arizona Water Protection Fund
DETAILED LABOR EXPENDITURE RECORD

Grant Number: 06-135WPF
Project Name: Double Circle Ranch Riparian Fencing Project
Grantee Name: Wilma Jenkins
Attached to Pay Request #: Task 3

Date: 1/15/2008
By: Doug Dressler
Telephone No.: Personal Identifying Information

Employee Number	Period Worked (Days)	Job Description NO Bar Fence Construction	Pay per Day	Total Amount Paid
7.	1/4 - 5/8/2007 (78)	Clearing and Construction of Fence	\$82/day	\$6,396.00 ✓
8.	12/22/06 - 2/5/07 (26)	Clearing and Construction of Fence	\$82/day	\$2,107.00 ✓
9.	2/19 - 4/26/2007 (57)	Clearing and Construction of Fence	\$82/day	\$4,675.00 ✓
11.	12/24/2006 (16)	Clearing For Fence	\$82/day	\$1,312.00 ✓
12.	1/4/2007 (1)	Clearing For Fence	\$82/day	\$ 82.00 ✓
13.	5/1 - 5/15/2007 (10.5)	Construction of Fence	\$82/day	\$ 869.00 ✓
		TOTAL LABOR EXPENSE		\$15,441.00 ✓
		Eagle Creek Boundary Fence Construction		
7.	5/20 - 10/9/2007 (75)	Clearing and Construction of Fence	\$82/day	\$6,150.00 ✓
9.	5/20 - 10/9/2007 (90.5)	Clearing and Construction of Fence	\$82/day	\$7,421.00 ✓
13.	7/1/2007 (19)	Construction of Fence	\$82/day	\$1,558.00 ✓
		TOTAL LABOR EXPENSE		\$15,129.00 ✓
		TOTAL OUTSIDE LABOR FOR 3 COMPLETED FENCES		\$49,905.00 ✓

Arizona Water Protection Fund
DETAILED LABOR EXPENDITURE RECORD

Grant Number: 06-135WPF

Project Name: Double Circle Ranch Riparian Fencing Project

Grantee Name: Wilma Jenkins

Attached to Pay Request #: Task 3

Date: 1/15/2008

By: Doug Dressler

Telephone No.: Personal Identifying Information

Method used to calculate "Pay per day"

We pay contract employees a daily amount plus housing, use of a vehicle, and lunch. We've calculated a fair cost for these extras which is far below the standard "per diem" amounts. Our contract employees work an 8 hour day with a 1 hour unpaid break.

\$50.00 pay for 7 hr. day

\$15.00 per diem for housing (includes cabin, propane, laundry, solar, and maintenance)

\$12.00 per diem for use of a truck (includes fuel, insurance, and maintenance)

\$5.00 per diem for lunch at the job site

✓ \$82.00 Pay per Day

TASK 3

Arizona Water Protection Fund
DETAILED LABOR EXPENDITURE RECORD

Grant Number: 06-135WPF

Doug Dressler

Date: 1/15/2008

Project Name: Double Circle Ranch Riparian Fencing Project

By: Doug Dressler

Grantee Name: Wilma Jenkins

Telephone No.: Personal Identifying Information

Attached to Pay Request #: Task 3

Employee Number	Period Worked	Hours	Job Description Implementation of Fencing Plan	Pay per Hour	Total Amount Paid
Doug Dressler	2/20/2006	2	Order fence materials	\$15.00	\$75.00 ✓
	3/18/2006	2	Order equipment		
	3/19/2006	1	Order supplies		
Doug Dressler	4/2/2006	6	Lay out fence line route and flag - Big Dry Fence (north end)	\$15.00	\$330.00 ✓
	4/3/2006	5	Lay out fence line route and flag - Big Dry Fence (south end)		
	6/8/2006	5	Lay out fence line route and flag - NO Bar Fence		
	1/7/2007	6	Lay out fence line route and flag - Eagle Creek Boundary Fence		
Doug Dressler	12/20/2006	9	Inspect fence and make needed corrections - Big Dry Fence	\$15.00	\$615.00 ✓
	3/1/2007	6	Inspect fence and make needed corrections - NO Bar Fence		
	3/12/2007	7	Inspect fence and make needed corrections - NO Bar Fence		
	4/1/2007	7	Inspect fence and make needed corrections - Big Dry Fence		
	5/5/2007	6	Inspect fence and make needed corrections - Big Dry Fence		
	9/20/2007	6	Inspect fence and make needed corrections - Eagle Creek Fence		
Doug Dressler	1/8/2007	8	Conduct final inspections with USFS personnel - Big Dry Fence	\$15.00	\$555.00 ✓
	3/15/2007	6	Conduct final inspections with USFS personnel - NO Bar Fence		
	4/12/2007	7	Conduct final inspections with USFS personnel - Big Dry Fence		
	5/8/2007	7	Conduct final inspections with USFS personnel - Big Dry Fence		
	10/12/2007	6	Conduct final inspections with USFS personnel - Eagle Creek Fence		
	10/13/2007	3	Prepare final paperwork, completed permit mods, photos, maps, etc. for submitting to AWPf grant coordinator		
			TOTAL LABOR EXPENDITURE		\$1,575.00 ✓

task 3

Arizona Water Protection Fund
DETAILED TRANSPORTATION EXPENDITURE RECORD

Grant Number: 06-135WPF
Project Name: Double Circle Ranch Riparian Fencing Project
Grantee Name: Wilma Jenkins
Attached to Pay Request #: Task 3

Date: 1/15/2008
By: Doug Dressler
Telephone No.: Personal Identifying Information

Employee Number	Period Worked	Job Description	Total Amount
		Transportation of Materials	
		3 trips from Upper Eagle Creek to Animas, N.M., 290 mile roundtrip. Mileage: 3 trips x 290 miles x \$.445/mi. = \$387.15	\$387.15 ✓
Doug Dressler	3/9 - 3/13 - 3/15/2006	Trip Dates: 3/9/06 3/13/06 3/15/06 Labor: 3 trips x 10hrs. trip x \$10hr. = \$300.00	\$300.00 ✓
1 & 3	3/10 - 3/14 - 3/16/2006	Unload and stack materials Labor: 2 men x 3 loads x 4hrs. load x \$10hr. = \$240.00	\$240.00 ✓
1 & 3	3/22/2006	Haul materials to Big Dry site Labor: 2 men x 5 trips x 4hrs. trip x \$10hr. = \$400.00	\$400.00 ✓
7 & 8	12/8/2006	Haul materials to NO Bar site Labor: 2 men x 3 trips x 2.5hrs. trip x \$10hr. = \$150.00	\$150.00 ✓
7 & 9	5/17/2007	Haul materials to Eagle Creek site Labor: 2 men x 4 trips x 2 hrs. trip x \$10hr. = \$160.00	\$160.00 ✓
		Use of 1-ton truck and 26' trailer to Animas, N.M. 3 trips x \$135.00/trip = \$405.00	\$405.00 ✓
		Use of Kubota RTV for Big Dry and NO Bar materials delivery 5 days x \$80.00/day = \$400.00	\$400.00 ✓
		TOTAL TRANSPORTATION COSTS	\$2,442.15 ✓

TASK 3

Arizona Water Protection Fund
DETAILED EXPENDITURE RECORD

Grant Number: 06-135WPF
 Project Name: Double Circle Ranch Riparian
 Fencing Project
 Grantee Name: Wilma Jenkins
 Attached to Pay Request #: Task 3

Date: 10/15/2007

By: Wilma Jenkins/Doug Dressler
 Telephone No.: Personal Identifying Information

Date	Invoice Number	Vendor	Item Description/How Used	Amount	Check Number
2/28/2006	0086120-IN	Kencove Farm Fence	Post driver, post puller, fence pliers / fence construction (3)	\$118.95 ✓	credit card
2/28/2006	6979	Rohrer Manufacturing	Air "T" post driver / fence const. (3)	\$508.27 ✓	credit card
3/9/2006	434807	Valley Merchantile	"T" posts, wire, stays, staples / fence const. (3)	\$16,402.51 ✓	#1004
3/13/2006	434948	Valley Merchantile	Driver, splicer, splices / fence const. (3)	\$111.29 ✓	#1319
4/4/2006	0445	Home Depot	Digging bar / fence const. (3)	\$24.84 ✓	credit card
4/11/2006	0320901	Beaver Valley Supply	Auger bit and tips / fence const. (3)	\$325.80 ✓	credit card
5/15/2006	32097	NCE Security	Husky 340 chain saw / fence const. (3)	\$289.00 ✓	#1018
6/16/2006	03156	Wal Mart	Kodak digital camera / monitoring reports (2)	\$140.03 ✓	credit card
6/18/2006	3709-	Viking Optics	Tru-Chek rain gauges / monitoring reports (2)	\$35.80 ✓	credit card
6/26/2006	16868772	Northern Tool and Equipment	Fence stretcher, splices / fence const. (3)	\$69.98 ✓	credit card
7/22/2006	S1791CR1	Lowe's	Fence staples / fence const. (3)	\$12.36 ✓	credit card
8/23/2006	443125	Valley Merchantile	1- 12ft. gate and 1- 16ft. gate / fence const. (3)	\$273.72 ✓	credit card

Arizona Water Protection Fund
DETAILED EXPENDITURE RECORD

Grant Number: 06-135WPF
Project Name: Double Circle Ranch Riparian
Fencing Project
Grantee Name: Wilma Jenkins
Attached to Pay Request #: Task 3

Date: 10/15/2007

By: Wilma Jenkins/Doug Dressler
Telephone No.: Personal Identifying Information

Date	Invoice Number	Vendor	Item Description/How Used	Amount	Check Number
4/6/2007	453501	Valley Merchantile	Ty wire, barbless wire / fence const. (3)	\$295.51 ✓	#1502
5/16/2007	H00221	Safford Ace Hardware	40 D nails / fence const. (3)	\$6.51 ✓	credit card
5/30/2007	40550	Greenlee County	Dumping fee / (3)	\$10.00 ✓	cash only
7/20/2007	H56668	Safford Ace Hardware	Ty wire / fence const. (3)	\$67.82 ✓	credit card
7/20/2007	1001	Doug Dressler Wilma Jenkins	Task 1: Permits, clearances, authorizations and agreements (1)	\$2000.00 19 correct \$19.75	
8/8/2007	1005	Doug Dressler Wilma Jenkins	Task 2: Perpare and submit plans (2)	\$200.00 incorrect \$504.00	
10/12/2007	1044	Doug Dressler Wilma Jenkins	Task 3: Implementation of fencing plan (3) (Labor Expenses Only)	\$62,740.00 incorrect	
10/12/2007	1044	Doug Dressler Wilma Jenkins	Task 3: Implementation of fencing plan (3) (Difference between detailed expenditures amount \$18,692.39 and advance payment \$16,890)	\$1,802.99 incorrect	

Total supplies =
\$18,692.39 ✓

Arizona Water Protection Fund
DETAILED LABOR EXPENDITURE RECORD

Grant Number: 06-135WPF
Project Name: Double Circle Ranch Riparian Fencing Project
Grantee Name: Wilma Jenkins
Attached to Pay Request #: 3

Date: 8/1/2008
By: Doug Dressler
Telephone No.: Personal Identifying Information

Employee Number	Period Worked			
			NO Bar Drift Fence Construction	
Doug Dressler	5/2/2008 to 5/30/2008		Construction of Drift Fence 149hrs. @ \$15/hr. = \$2,235.00	\$2,235.00
			TOTAL LABOR FOR COMPLETED DRIFT FENCE	\$2,235.00

Arizona Water Protection Fund
DETAILED LABOR EXPENDITURE RECORD

Grant Number: 06-135WPF
Project Name: Double Circle Ranch Riparian Fencing Project
Grantee Name: Wilma Jenkins
Attached to Pay Request #: 3

Date: 8/1/2008
By: Doug Dressler
Telephone No.: Personal Identifying Information

Employee Number	Period Worked (Days)	Eagle Creek Boundary Fence Repair			
9.	7/28 – 8/17/2008 (20.5)	Clearing and Reconstruction of Fence (Project 1 and 3)	\$82/day		\$1,681.00
11.	7/28 – 8/17/2008 (20.5)	Clearing and Reconstruction of Fence (Project 1 and 3)	\$82/day		\$1,681.00
Doug Dressler	7/28 – 8/17/2008	Oversee Reconstruction of Fence (Projects 1 and 3) 23 hrs. @ \$15/hr. = \$345.00			\$345.00
		TOTAL LABOR FOR COMPLETED REPAIRS			\$3,707.00

Method used to calculate "Pay per day"

We pay contract employees a daily amount plus housing, use of a vehicle, and lunch. We've calculated a fair cost for these extras which is far below the standard "per diem" amounts. Our contract employees work an 8 hour day with a 1 hour unpaid break.

\$50.00 pay for 7 hr. day
\$15.00 per diem for housing (includes cabin, propane, laundry, solar, and maintenance)
\$12.00 per diem for use of a truck (includes fuel, insurance, and maintenance)
\$5.00 per diem for lunch at the job site

\$82.00 Pay per Day

Arizona Water Protection Fund
DETAILED TRANSPORTATION EXPENDITURE RECORD

Grant Number: 06-135WPF
 Project Name: Double Circle Ranch Riparian Fencing Project
 Grantee Name: Wilma Jenkins
 Attached to Pay Request #: 3

Date: 8/1/2008
 By: Doug Dressler
 Telephone No.: Personal Identifying Information

Employee Number	Period Worked	Job Description Transportation of Materials	Total Amount
7 & 9	5/1/2008	Load and Haul materials to NO Bar site Labor: 2 men x 1 trips x 2.5hrs. trip x \$10hr. = \$50.00	\$50.00
9 & 11	7/25/2008	Load and Haul materials to Eagle Creek site Labor: 2 men x 1 trips x 1.5 hrs. trip x \$10hr. = \$30.00	\$30.00
Doug	5/2/2008	Move materials to various bluff sites w/Kubota Labor: 6 hours x \$15hr. = \$90.00	\$90.00
		Use of Kubota RTV for NO Bar materials delivery to bluffs 2 days x \$80.00/day = \$160.00	\$160.00
		TOTAL TRANSPORTATION COSTS	\$330.00

T/KS 1

Invoice

Date: Jan. 15, 2008
Invoice #: 1001

Dressler / Jenkins Permits, clearances AWPf

To:

Double Circle Ranch
PO Box 1151
Clifton, Az 85533

Personal Identifying Information

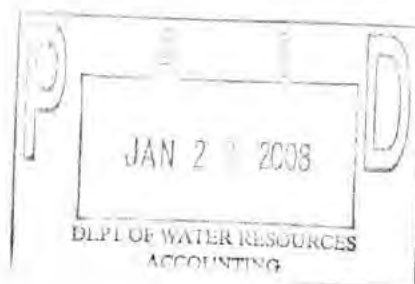
Grant #	Job	Payment Terms	Due Date
AWPF Grant No. 06-135WPF	Task #1	Due upon receipt	

Qty	Description	Unit Price	Line Total
	Permits, clearances, authorizations and agreements:		
	Contact various agencies and companies and schedule meetings. Doug Dressler 1/20/06	3hrs.	
	Discuss paperwork required for obtaining proper clearances. Doug Dressler 1/23/06	5hrs.	
	Meet with USFS personnel on the ground and walk each fence location, document exact layout of each.		
	Big Dry Fence- Doug Dressler 1/27/06	7hrs.	
	NO Bar Fence- Doug Dressler 8/15/06	6hrs.	
	Eagle Creek Boundary Fence- Doug Dressler 1/20/07 4hrs.	4hrs.	
	Collect all permits, clearances, and authorizations and forward to AWPf grant coordinator.	8hrs.	
	Total Expenses	✓ 33hrs.@ \$15hr.	\$495.00

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5% Administrative \$24.75

Total \$519.75 ✓



TASK 2

Invoice

Date: Jan.15, 2008
 Invoice #: 1005

Dressler /Jenkins fencing/monitoring plans AWP

To:

Double Circle Ranch
 PO Box 1151
 Clifton, Az 85533

Personal Identifying Information

Grant#	Job	Payment Terms	Due Date
AWPF Grant No. 06-135WPF	Task #2	Due upon receipt	

Qty	Description	Unit Price	Line Total
-----	-------------	------------	------------

Prepare and submit fencing and monitoring plans:

All work below performed by Doug Dressler

Contact several fence material suppliers and compare products
 and pricing for best deals.

1/17/06
 3hrs.

Determine equipment, materials, and supplies needed.

1/18/06
 4hrs.

Work with USFS developing necessary maps and schematic
 for fences.

1/19/06
 4hrs.

Develop construction sequences and procedures for fence
 construction at each location.

1/21/06
 2hrs.

Walk each fence location and determine best location and
 methods for monitoring.

Big Dry Fence- 4/2/06

6hrs.

NO Bar Fence- 4/3/06

5hrs.

Eagle Creek Boundary Fence- 4/4/06

5hrs.

Submit fencing and monitoring plans to the AWP grant
 coordinator for approval.

4/2/06
 3hrs.

Total Expenses

32hrs. @ \$15hr. \$480.00

5% Administrative \$24.00

Total \$504.00 ✓

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Arizona Water Protection Fund
DETAILED LABOR EXPENDITURE RECORD

Grant Number: 06-135WPF
Project Name: Double Circle Ranch Riparian Fencing Project
Grantee Name: Wilma Jenkins
Attached to Pay Request #: Task 3

Date: 1/15/2008
By: Doug Dressler
Telephone No.: [REDACTED]

Employee Number	Period Worked (Days)	Job Description Big Dry Fence Construction	Pay per Day (see pg.2)	Total Amount Paid	
1.	4/27 - 11/4/2006 (53.5)	Clearing and Construction of Fence	\$82/day	\$4,387.00	✓
2.	6/5/2006 (8)	Clearing and Construction of Fence	\$82/day	\$ 656.00	✓
3.	7/21 - 11/4/2006 (38.5)	Clearing and Construction of Fence	\$82/day	\$3,157.00	✓
4.	8/5/2006 (14)	Construction of Fence	\$82/day	\$1,156.00	✓
5.	11/14/2006 (3)	Construction of Fence	\$82/day	\$ 246.00	✓
6.	11/21/2006 (27)	Construction of Fence	\$82/day	\$2,189.00	✓
7.	11/15 - 11/31/2006 (12.5)	Construction of Fence	\$82/day	\$1,025.00	✓
7.	6/13/2007 (16)	Final Fence Work After USFS Inspection	\$82/day	\$1,312.00	✓
8.	11/15 - 11/31/2006 (12.5)	Construction of Fence	\$82/day	\$1,025.00	✓
9.	11/31/2006 (5)	Construction of Fence	\$82/day	\$ 410.00	✓
9.	6/13/2007 (16)	Final Fence Work After USFS Inspection	\$82/day	\$1,312.00	✓
10.	11/15 - 12/15/2006 (30)	Construction of Fence	\$82/day	\$2,460.00	✓
TOTAL LABOR EXPENSE				\$19,335.00	✓

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JAN 16 2008

Arizona Water Protection Fund
DETAILED LABOR EXPENDITURE RECORD

Grant Number: 06-135WPF
Project Name: Double Circle Ranch Riparian Fencing Project
Grantee Name: Wilma Jenkins
Attached to Pay Request #: Task 3

Date: 1/15/2008
By: Doug Dressler
Telephone No.: Personal Identifying Information

Employee Number	Period Worked (Days)	Job Description NO Bar Fence Construction	Pay per Day	Total Amount Paid
7.	1/4 - 5/8/2007 (78)	Clearing and Construction of Fence	\$82/day	\$6,396.00 ✓
8.	12/22/06 - 2/5/07 (26)	Clearing and Construction of Fence	\$82/day	\$2,107.00 ✓
9.	2/19 - 4/26/2007 (57)	Clearing and Construction of Fence	\$82/day	\$4,675.00 ✓
11.	12/24/2006 (16)	Clearing For Fence	\$82/day	\$1,312.00 ✓
12.	1/4/2007 (1)	Clearing For Fence	\$82/day	\$ 82.00 ✓
13.	5/1 - 5/15/2007 (10.5)	Construction of Fence	\$82/day	\$ 869.00 ✓
		TOTAL LABOR EXPENSE		\$15,441.00 ✓
		Eagle Creek Boundary Fence Construction		
7.	5/20 - 10/9/2007 (75)	Clearing and Construction of Fence	\$82/day	\$6,150.00 ✓
9.	5/20 - 10/9/2007 (90.5)	Clearing and Construction of Fence	\$82/day	\$7,421.00 ✓
13.	7/1/2007 (19)	Construction of Fence	\$82/day	\$1,558.00 ✓
		TOTAL LABOR EXPENSE		\$15,129.00 ✓
		TOTAL OUTSIDE LABOR FOR 3 COMPLETED FENCES		\$49,905.00 ✓

COPY

Arizona Water Protection Fund
DETAILED LABOR EXPENDITURE RECORD

Grant Number: 06-135WPF

Project Name: Double Circle Ranch Riparian Fencing Project

Grantee Name: Wilma Jenkins

Attached to Pay Request #: Task 3

Date: 1/15/2008

By: Doug Dressler

Telephone No.: Personal Identifying Information

Method used to calculate "Pay per day"

We pay contract employees a daily amount plus housing, use of a vehicle, and lunch. We've calculated a fair cost for these extras which is far below the standard "per diem" amounts. Our contract employees work an 8 hour day with a 1 hour unpaid break.

\$50.00 pay for 7 hr. day

\$15.00 per diem for housing (includes cabin, propane, laundry, solar, and maintenance)

\$12.00 per diem for use of a truck (includes fuel, insurance, and maintenance)

\$5.00 per diem for lunch at the job site

✓ \$82.00 Pay per Day

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TASK 3

Arizona Water Protection Fund
DETAILED LABOR EXPENDITURE RECORD

Grant Number: 06-135WPF

Doug Dressler

Date: 1/15/2008

Project Name: Double Circle Ranch Riparian Fencing Project

By: Doug Dressler

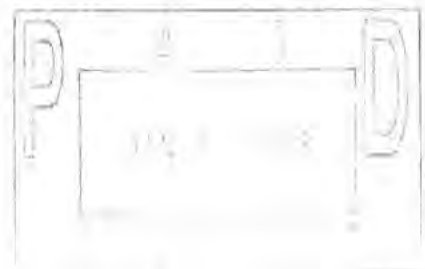
Grantee Name: Wilma Jenkins

Telephone No.: Personal Identifying Information

Attached to Pay Request #: Task 3

Employee Number	Period Worked	Hours	Job Description Implementation of Fencing Plan	Pay per Hour	Total Amount Paid
Doug Dressler	2/20/2006	2	Order fence materials		
	3/18/2006	2	Order equipment	\$15.00	\$75.00 ✓
	3/19/2006	1	Order supplies		
Doug Dressler	4/2/2006	6	Lay out fence line route and flag - Big Dry Fence (north end)		
	4/3/2006	5	Lay out fence line route and flag - Big Dry Fence (south end)	\$15.00	\$330.00 ✓
	6/8/2006	5	Lay out fence line route and flag - NO Bar Fence		
	1/7/2007	6	Lay out fence line route and flag - Eagle Creek Boundary Fence		
Doug Dressler	12/20/2006	9	Inspect fence and make needed corrections - Big Dry Fence		
	3/1/2007	6	Inspect fence and make needed corrections - NO Bar Fence	\$15.00	\$615.00 ✓
	3/12/2007	7	Inspect fence and make needed corrections - NO Bar Fence		
	4/1/2007	7	Inspect fence and make needed corrections - Big Dry Fence		
	5/5/2007	6	Inspect fence and make needed corrections - Big Dry Fence		
	9/20/2007	6	Inspect fence and make needed corrections - Eagle Creek Fence		
Doug Dressler	1/8/2007	8	Conduct final inspections with USFS personnel - Big Dry Fence		
	3/15/2007	6	Conduct final inspections with USFS personnel - NO Bar Fence	\$15.00	\$555.00 ✓
	4/12/2007	7	Conduct final inspections with USFS personnel - Big Dry Fence		
	5/8/2007	7	Conduct final inspections with USFS personnel - Big Dry Fence		
	10/12/2007	6	Conduct final inspections with USFS personnel - Eagle Creek Fence		
	10/13/2007	3	Prepare final paperwork, completed permit mods, photos, maps, etc. for submitting to AWPf grant coordinator		
			TOTAL LABOR EXPENDITURE		\$1,575.00 ✓

COPY



Task 3

Arizona Water Protection Fund
DETAILED TRANSPORTATION EXPENDITURE RECORD

Grant Number: 06-135WPF

Date: 1/15/2008

Project Name: Double Circle Ranch Riparian Fencing Project

By: Doug Dressler

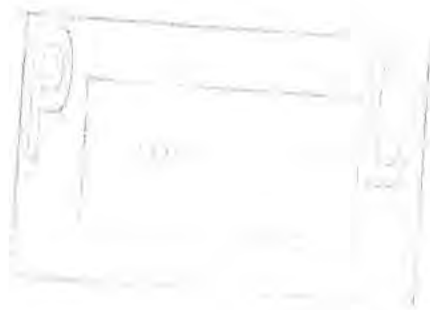
Grantee Name: Wilma Jenkins

Telephone No.: Personal Identifying Inform

Attached to Pay Request #: Task 3

Employee Number	Period Worked	Job Description	Total Amount
		Transportation of Materials	
		3 trips from Upper Eagle Creek to Animas, N.M., 290 mile roundtrip. Mileage: 3 trips x 290 miles x 5.445/mi. = \$387.15	\$387.15 ✓
Doug Dressler	3/9 - 3/13 - 3/15/2006	Trip Dates: 3/9/06 3/13/06 3/15/06 Labor: 3 trips x 10hrs. trip x \$10hr. = \$300.00	\$300.00 ✓
1 & 3	3/10 - 3/14 - 3/16/2006	Unload and stack materials Labor: 2 men x 3 loads x 4hrs. load x \$10hr. = \$240.00	\$240.00 ✓
1 & 3	3/22/2006	Haul materials to Big Dry site Labor: 2 men x 5 trips x 4hrs. trip x \$10hr. = \$400.00	\$400.00 ✓
7 & 8	12/8/2006	Haul materials to NO Bar site Labor: 2 men x 3 trips x 2.5hrs. trip x \$10hr. = \$150.00	\$150.00 ✓
7 & 9	5/17/2007	Haul materials to Eagle Creek site Labor: 2 men x 4 trips x 2 hrs. trip x \$10hr. = \$160.00	\$160.00 ✓
		Use of 1-ton truck and 26' trailer to Animas, N.M. 3 trips x \$135.00/trip = \$405.00	\$405.00 ✓
		Use of Kubota RTV for Big Dry and NO Bar materials delivery 5 days x \$80.00/day = \$400.00	\$400.00 ✓
		TOTAL TRANSPORTATION COSTS	\$2,442.15 ✓

COPY



Task 3

Arizona Water Protection Fund
DETAILED EXPENDITURE RECORD

Grant Number: 06-135WPF
 Project Name: Double Circle Ranch Riparian
 Fencing Project
 Grantee Name: Wilma Jenkins
 Attached to Pay Request #: Task 3

Date: 10/15/2007

By: Wilma Jenkins/Doug Dressler
 Telephone No.: Personal Identifying Information

Date	Invoice Number	Vendor	Item Description/How Used	Amount	Check Number
2/28/2006	0086120-IN	Kencove Farm Fence	Post driver, post puller, fence pliers / fence construction (3)	\$118.95 ✓	credit card
2/28/2006	6979	Rohrer Manufacturing	Air "T" post driver / fence const. (3)	\$508.27 ✓	credit card
3/9/2006	434807	Valley Merchantile	"T" posts, wire, stays, staples / fence const. (3)	\$16,402.51 ✓	#1004
3/13/2006	434948	Valley Merchantile	Driver, splicer, splices / fence const. (3)	\$111.29 ✓	#1319
4/4/2006	0445	Home Depot	Digging bar / fence const. (3)	\$24.84 ✓	credit card
4/11/2006	0320901	Beaver Valley Supply	Auger bit and tips / fence const. (3)	\$325.80 ✓	credit card
5/15/2006	32097	NCE Security	Husky 340 chain saw / fence const. (3)	\$289.00 ✓	#1018
6/16/2006	03156	Wal Mart	Kodak digital camera / monitoring reports (2)	\$140.03 ✓	credit card
6/18/2006	3709-	Viking Optics	Tru-Chek rain gauges / monitoring reports (2)	\$35.80 ✓	credit card
6/26/2006	16868772	Northern Tool and Equipment	Fence stretcher, splices / fence const. (3)	\$69.98 ✓	credit card
7/22/2006	S1791CR1	Lowe's	Fence staples / fence const. (3)	\$12.36 ✓	credit card
8/23/2006	443125	Valley Merchantile	1- 12ft. gate and 1- 16ft. gate / fence const. (3)	\$273.72 ✓	credit card

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Arizona Water Protection Fund
DETAILED EXPENDITURE RECORD

Grant Number: 06-135WPF
Project Name: Double Circle Ranch Riparian
Fencing Project
Grantee Name: Wilma Jenkins
Attached to Pay Request #: Task 3

Date: 10/15/2007

By: Wilma Jenkins, Doug Dressler
Telephone No.: [REDACTED]

Date	Invoice Number	Vendor	Item Description How Used	Amount	Check Number
4/6/2007	453501	Valley Merchantile	Ty wire, barbless wire / fence const. (3)	\$295.51 ✓	#1502
5/16/2007	H00221	Safford Ace Hardware	40 D nails / fence const. (3)	\$6.51 ✓	credit card
5/30/2007	40550	Greenlee County	Dumping fee / (3)	\$10.00 ✓	cash only
7/20/2007	H56668	Safford Ace Hardware	Ty wire / fence const. (3)	\$67.82 ✓	credit card
7/20/2007	1001	Doug Dressler Wilma Jenkins	Task 1: Permits, clearances, authorizations and agreements (1)	\$2000.00 19 correct \$ 519.75	
8/8/2007	1005	Doug Dressler Wilma Jenkins	Task 2: Prepare and submit plans (2)	\$320.00 incorrect \$ 504.00	
10/12/2007	1044	Doug Dressler Wilma Jenkins	Task 3: Implementation of fencing plan (3) (Labor Expenses Only)	\$62,740.00 incorrect	
10/12/2007	1044	Doug Dressler Wilma Jenkins	Task 3: Implementation of fencing plan (3) (Difference between detailed expenditures amount \$18,692.39 and advance payment \$16,890)	\$1,802.39 incorrect	

Total supplies =
\$ 18,692.39 ✓

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