

RESOLUTION NO. 191-22  
OF THE GOVERNING BODY OF THE  
YAVAPAI-APACHE NATION

**A Resolution Authorizing the Nation to Contract with Environmental Biomass Services, Inc., and AGM Sales & Service, LLC, for Repairs to the Nation's Wastewater Lift Station at the Clarkdale Reservation, including the Purchase and Installation of Pumps, Assorted Parts, and Electrical Equipment**

- WHEREAS:** The Yavapai-Apache Tribal Council ("Council") is authorized to represent the Yavapai-Apache Nation ("Nation") and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation ("Constitution") as provided by Article V(a) of the Constitution; and
- WHEREAS:** The Council is authorized to "manage all tribal economic affairs and enterprises" and to "appropriate and regulate the use of tribal funds" as provided by Article V (i) and (k), respectively, of the Constitution; and
- WHEREAS:** The Council is responsible to provide for the health, safety, and general welfare of the Nation and its people; and
- WHEREAS:** The Nation's Utility Department Director has advised the Council of the need to purchase pumps, parts, and repair services required for the safe, effective, and efficient operation of the Nation's wastewater lift station at the Clarkdale Reservation; including the purchase and installation of pumps, assorted parts, and electrical equipment; and
- WHEREAS:** The Council recognizes that the safe, effective, and efficient operation of the Nation's wastewater systems is critical to the health and safety of the Nation's citizens living in the Clarkdale Community, as well as protection of the natural environment; and
- WHEREAS:** The Nation's Utility Department has solicited quotes for the needed pumps, parts, and repair services and has selected Environmental Biomass Services, Inc., and AGM Sales and Service, LLC ("AGM"), to provide the pumps, parts, and repair services needed to resolve current operational issues at the Clarkdale lift station; all in accordance with the terms and conditions of the estimates of costs provided by AGM ("Agreement") (Estimate Nos. 27722, 27723, and 27724, dated 10-7-2022), copies of which are attached to and incorporated into this Resolution as **Exhibit A**; and
- WHEREAS:** The Council has determined that procurement of the pumps, parts and repair services needed for the safe, effective, and efficient operation of the Nation's Clarkdale lift station, as set out in the attached **Exhibit A**, is in the Nation's best interest and that funding for the cost of said pumps, parts, and repair services is available in the Utility Department's FY2022 operating budget for maintenance and repairs.

**NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Nation Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Yavapai-Apache Nation to contract with Environmental Biomass Services, Inc., and AGM Sales and Service LLC., to provide the pumps, parts, and repair services needed to resolve current operational issues at the Nation's Clarkdale lift station; all in accordance with the terms and conditions of the "Estimate" of costs provided by AGM ("Agreement")

(Estimate Nos. 27722, 27723, and 27724, dated 10-7-2022), copies of which are attached to and incorporated into this Resolution as **Exhibit A, with compensation paid to AGM under the Agreement Not To Exceed Twenty-Two Thousand Thirty-Five and 00/100 Dollars (\$22,035.00)**, unless subsequent Council approval for an increase in compensation is provided as set forth in an amendment to the Agreement.

**BE IT FURTHER RESOLVED** that funds for payment to AGM under the Agreement are hereby appropriated and shall be paid from the Utility Department’s FY2022 operating budget for maintenance and repairs in the amount of **Twenty-Two Thousand Thirty-Five and 00/100 Dollars (\$22,035.00)**.


**BE IT FINALLY RESOLVED** that the Chairwoman, and Vice-Chairman, or either of them, are hereby authorized to execute the above referenced Agreement on behalf of the Nation and to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

**CERTIFICATION**

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on October 13 2022, by a vote of 8 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

  
\_\_\_\_\_  
Tanya Lewis, Chairwoman

**ATTEST:**

  
\_\_\_\_\_  
Karla Reimer, Council Secretary

Approved as to Form:

  
\_\_\_\_\_  
Office of the Attorney General

# EXHIBIT A

Yavapai-Apache Nation

Agreement for Equipment Sales and Repair Services

Environmental Biomass Services, Inc., and AGM Sales & Service, LLC

Pumps, Parts, and Repair Services - Clarkdale Lift Station

October 13, 2022

**Environmental Biomass Services, Inc.**  
and AGM Sales & Service, LLC

PO Box 2949  
Cottonwood, AZ 86326  
Office (928) 634-2223

# Estimate

Estimate # 27722  
Date 10/7/2022

**Billing To:**

Yavapai Apache Nation  
Herbert Trujillo  
928-301-6885

**Job Information**

**Info:**

Rep  
BJB

Qty	Activity	Rate	Amount
2	3Hp 3" Myers Non-clog Submersable Pump to match Existing ****Not Explosion Proof*****	8,900.00	17,800.00
-2	Discount	1,000.00	-2,000.00
2	Stainless Steel Lifting Bail	460.00	920.00
2	Relay Cap Start Kit	625.00	1,250.00
	Shipping/Handling estimate	500.00	500.00
	Onsite Supplies	75.00	75.00

Signature: \_\_\_\_\_

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

**Estimate \$18,545.00**

I hereby accept the above described work. I further agree that EBS will only be responsible for the parts and labor that EBS installed for 90 days from the date of installation. However, if the parts come with a manufacturer's warranty greater than 90 days, EBS will assist the owner in filing a claim under the manufacturer's warranty. The warranty will not apply in the event of improper use or maintenance of the parts or system. EBS is not responsible for damage to or loss of products, delay in production, or marketing thereof, nor any loss resulting from the intended use of the equipment or any other consequential or incidental damage. All tangible items remain property of EBS until the invoice and any applicable finance charges are paid in full. If payment is made by a credit card a 3.5% charge will be added to the total. Sales Tax is included in price.

**Environmental Biomass Services, Inc.**  
and AGM Sales & Service, LLC

PO Box 2949  
Cottonwood, AZ 86326  
Office (928) 634-2223

# Estimate

Estimate # 27723  
Date 10/7/2022

Billing To:  
Yavapai Apache Nation  
Herbert Trujillo  
928-301-6885

Job Information

Info:

Rep  
BJB

Qty	Activity	Rate	Amount
	Labor to diagnose pumps are shorted to ground. Travel back to site using Boom Truck to set and wire in pumps into existing system. Guide rails need to be reattached and existing Myers Breakaway flanges need to be used from old pumps	990.00	990.00

Signature: \_\_\_\_\_

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

**Estimate \$990.00**

I hereby accept the above described work. I further agree that EBS will only be responsible for the parts and labor that EBS installed for 90 days from the date of installation. However, if the parts come with a manufacturer's warranty greater than 90 days, EBS will assist the owner in filing a claim under the manufacturer's warranty. The warranty will not apply in the event of improper use or maintenance of the parts or system. EBS is not responsible for damage to or loss of products, delay in production, or marketing thereof, nor any loss resulting from the intended use of the equipment or any other consequential or incidental damage. All tangible items remain property of EBS until the invoice and any applicable finance charges are paid in full. If payment is made by a credit card a 3.5% charge will be added to the total. Sales Tax is included in price.

**Environmental Biomass Services, Inc.**  
and AGM Sales & Service, LLC

PO Box 2949  
Cottonwood, AZ 86326  
Office (928) 634-2223

# Estimate

Estimate # 27724  
Date 10/7/2022

Billing To:  
Yavapai Apache Nation  
Herbert Trujillo  
928-301-6885

### Job Information

Info: Rep  
BJB

Qty	Activity	Rate	Amount
	Remove junction box inside wet well and move outside using a concrete box and waterproof connections.	2,500.00	2,500.00

\*\*\*Not To Exceed Numbers\*\*\*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Estimate \$2,500.00

I hereby accept the above described work. I further agree that EBS will only be responsible for the parts and labor that EBS installed for 90 days from the date of installation. However, if the parts come with a manufacturer's warranty greater than 90 days, EBS will assist the owner in filing a claim under the manufacturer's warranty. The warranty will not apply in the event of improper use or maintenance of the parts or system. EBS is not responsible for damage to or loss of products, delay in production, or marketing thereof, nor any loss resulting from the intended use of the equipment or any other consequential or incidental damage. All tangible items remain property of EBS until the invoice and any applicable finance charges are paid in full. If payment is made by a credit card a 3.5% charge will be added to the total. Sales Tax is included in price.