Joe Shirley, Jr.	Alton Joe Shepherd	Doyel Shamley
Supervisor, District I	Chairman, District II	Vice Chairman, District III

NOTICE OF PUBLIC MEETING AND AGENDA OF THE APACHE COUNTY BOARD OF SUPERVISORS, THE APACHE COUNTY LIBRARY DISTRICT AND THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
May 1, 2018
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST

Invocation by Invitation.
Pledge of Allegiance.

NOTICE OF PUBLIC MEETING AND AGENDA OF THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
May 1, 2018

1. Submission of the clinical services update for the 3rd quarter.

2. Discussion and possible approval of the contract with Stephanie Molinar, RN to provide clinical services as a subcontractor. This is budgeted for in the FY2017/18 budget.

NOTICE OF PUBLIC MEETING AND AGENDA OF THE APACHE COUNTY LIBRARY DISTRICT HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
May 1, 2018

1. Discussion and possible approval of the completed Strategic Plan for the St. Johns Public Library.

NOTICE OF PUBLIC MEETING AND AGENDA OF THE APACHE COUNTY BOARD OF SUPERVISORS
May 1, 2018

1. Joshua Grace, Arizona State Land Department Range Area Manager: Presentation on Arizona State Land.

2. Shelby Johnson, County Executive Director, United States Department of Agriculture, Farm Service Agency: Presentation on available services.

3. District II: Following a public hearing, discussion and possible approval of the Apache County Underprivileged Burial Assistance Policy.

4. Community Development: Following a public hearing, discussion and possible adoption of a resolution for a fee waiver policy for the Community Development Department that specifies what types of applications or permits the Board of Supervisors will consider waiving or reducing the fees.

5. County Manager: Discussion and possible approval of **CONSENT ITEMS:** All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

*A. Request approval of demands as distributed to the Apache County Board of Supervisors between April 3, 2018 and May 1, 2018. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

*B. Approval of the minutes dated April 3, 2018, April 17, 2018 and April 19, 2018.

County Attorney:

*C. Request approval of a settlement agreement with Enrique Perez regarding a $550 dispute.

6. IT Department: Discussion and possible approval to approve the Support Amendment for the New World software.

7. Malena Bazurto, Economic Development, District III: Discussion and approval of required forms to apply for United States Department of Agriculture (USDA) Local Food Production Grant Application funding opportunity #USDA-AMS-TM0LEPP-G-18-0001, due May 7, 2018.

8. Communications Department: Discussion and possible approval to enter into a thirty (30) year lease with the United States Forest Service for the Greens Peak communication site.

9. Doyel Shamley, District III Supervisor: Discussion and possible approval of a resolution declaring a drought emergency exists in Apache County.

10. County Manager: Discussion and possible approval for the remaining parcels from the 2011 back tax deed property to be reduced to 10% of full cash value.

11. County Manager: Discussion and possible approval of an Intergovernmental Agreement with the Coalition of Arizona/New Mexico Counties.

12. County Manager: Discussion and possible approval of an agreement between Apache County and the Round Valley Rodeo Committee for an event at the Round Valley Rodeo Grounds. This item was tabled from a previous meeting.

13. Human Resources: Discussion and possible approval to convert two vacant Road Maintenance Worker positions (range 30) into one Equipment Mechanic II position (range 36) for the St. Johns Road Yard. This change will result in a savings of twenty-two thousand, three hundred fifty-four dollars ($22,354).

14. Human Resources: Discussion and possible approval to update the Apache County Human Resources Policy Manual, Section 1.25 and the Apache County Employment Application.

15. Human Resources: Discussion and possible approval of the updated Chief Deputy job description for the Superintendent of Schools.

16. Superior Court: Discussion and possible approval to table the award for Bid#201803 "Lodge" to the June 5, 2018 Board of Supervisors meeting.

17. Engineering Department: Discussion and possible approval of a Cooperative Purchasing Agreement with Texas Association of School Boards, Inc., Buy Board Purchasing, to facilitate the purchase of commodities, goods and services.

18. Engineering Department: Discussion and possible approval of a three (3) year lease/purchase for a Komatsu dozer for the limestone pit using Texas Association of School Boards Inc., Buy Board Purchasing Agreement with Road Machinery Inc., sale price of three hundred ninety thousand, seventy-seven dollars ($390,077.00) minus trade in of a Cat 140H motor grader of eighty thousand dollars ($80,000).

19. Sheriff's Office: Discussion and possible action in reference to the following salary adjustments for Sheriff's Office personnel by positions: Chief Deputy-from $85,369 to $90,596; Districts One and Two Operations Commander-from $60,800 to $72,543; Districts Three and Four Operation Commander-from $68,357 to $72,543; SCET Commander-from $60,266 to $65,568; District One Sergeant-from $51,385 to $58,087; District Two Sergeant-from $44,682 to $48,164; District Three Sergeant-from $50,267 to $56,970; change position title of ACCENT Coordinator to SCET Administrative Assistant III-from $30,986 to $33,770; Admin/EM Sergeant-from $46,917 to $54,736; Training/Evidence Sergeant-from $45,799 to $50,268. Both SCET positions are grant funded.

20. Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

    - Eastern Arizona Counties Association on May 16, 2018 at 3:00 p.m. at the County Supervisors Association (CSA) building, 1905 West Washington Street in Phoenix.

    - Small Counties Forum meeting (hosted by Apache County) on May 16, 2018 at 5:30 p.m. at the CSA building, 1905 West Washington Street in Phoenix.

    - County Supervisors Association meeting on May 17, 2018 at the CSA building, 1905 West Washington Street, in Phoenix at 10:00 a.m.

21. County Manager: Update on 2018-2019 budget process.

22. County Attorney's Office: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3) discussion and possible approval of a settlement agreement regarding litigation with Ladell Haynes and Andre Turner.

23. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted 4/26/18 at 3:00 a.m. p.m. by RP.

Ryan Patterson
Clerk of the Board

Beth Bud 4/4/18
date/time stamp

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, Organization, or County Department)

Chris Sexton, Director ACPHSD

Date/Signature: 04/04/18

Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD submits Clinical Services Quarterly update for the 3rd qtr.

BOS Meeting Date Requested 05/01/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review x

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda. Board Clerk's Initials

Apache County Public Health Services District

Chris Sexton
Public Health Director

Cleta Keller RN, BSN
Clinical Services, Div Mgr

This report is required by the State Surveyor.
Angela Kimmins RN, BSN, Public Health Nurse
Carla Walker, Immunization Coordinator II
Valerie Simpson, TB, STI, FP/WW Coordinator I

Clinical Services Quarterly Update
Jan-Mar 2018

Immunization Program

During the third quarter, there was a total 101 of vaccines administered to children by the Apache County Health Department. In January, a Vaccine For Children and Vaccine For Adults compliance survey was conducted by the Arizona Department of Health Services. The Apache County immunization program received positive feedback on organization, record keeping, and did not receive any deficiencies requiring corrective action.

The table below provides a breakdown of the vaccines administered throughout the county:

Children Vaccines (private pay, insurance, and no cost)	# of vaccinations
DTap (diphtheria, tetanus, and pertussis)	7
DTap/Hep B/IPV (diphtheria, tetanus, pertussis, hepatitis B, polio)	4
DTaP/IPV/Hib (diphtheria, tetanus, pertussis, polio, Hib)	4
DTaP/IPV (diphtheria, tetanus, pertussis, polio)	2
HPV9 (human papilloma virus)	2
Hep A 2 dose (hepatitis A)	8
Hep B (hepatitis B)	2
Hib (haemophilus influenz B)	7
IPV (inactivated poliovirus)	3
Influenza	25
MMR (measles, mumps, rubella)	4
MCV4 (meningitis)	5
Meningococcal B	1
PVC-13 (pneumococcal)	10
Rotavirus	2
Tdap	3
MMRV (measles, mumps, rubella, varicella)	6
Varicella (chickenpox)	4
Td (Tetanus only)	1

During the third quarter, there were 46 vaccines administered to adults that had insurance or paid for the vaccination. The table below provides a breakdown of the vaccines administered:

Adult Vaccines (private pay, insurance)	# of vaccinations
Hep A (hepatitis A)	5
Hep B (hepatitis B)	7
Pneumococcal conjugate PCV 13	1
Pneumococcal PPV23	2
Tdap (tetanus, diphtheria, pertussis)	6
Typhoid	2
HPV9	1
Influenza	15
Influenza, +65 or older	4
MMR	1

The following table exhibits the number of "no cost to the client" vaccinations administered during the third quarter. There was a total of 10 free vaccines administered during this quarter.

Adult Vaccines (no cost)	# of vaccinations
Tdap (tetanus, diphtheria, pertussis)	6
HPV 9	1
Hep A-Hep B	1
Pneumococcal conjugate PCV 13	1
Varicella	1

Tuberculosis Program

The clinical services team continues to collaborate with area employers to offer both TB testing and immunizations on-site. The table below highlights the monthly number of TB skin tests administered.

Month	# of TB Skin Tests	# Positive
January	22	0
February	21	0
March	5	0

Well Woman/Family Planning Program

Three Well Woman/Family planning clinics were held this quarter by the Springerville Clinic. Clients have also accessed care on a walk-in basis, for the following: birth control refills, injections, STI testing, or other issues.

Month	FP/WW Clients served
January	7
February	6
March	10

Sexually Transmitted Infection (STI) Program

A staff meeting was held in January to brainstorm ways to increase the education, testing, and treatment of clients in our communities; since national, state, and county reports indicate an increase in all types of STIs. The Clinical Services division continues to collaborate with the Navajo Nation and the Arizona Department of Health Services to educate, test, and treat clients throughout Apache County.

Education/Activities/Conferences

Date(s)	Activity/Conference	Attendees
January 3	Epidemiology Surveillance Capacity (ESC) All County Meeting	Cleta
January 3	Meeting regarding Pertussis cases	Cleta
January 4	Navajo Infectious Disease Epidemiology Team (NIDET) Webinar Meeting	Cleta
January 8	Leadership and Multi-generational Dynamics: Mentoring a New Generation of Leaders in the Workforce Webinar	Cleta
January 11	TAPI-Counties Immunization Billing Call	Cleta, Carla
January 17	AzPHN Leadership Call	Cleta
January 23	Building a Movement for Health Equity Webinar	Cleta & Val
January 24	2018 1st Qtr Immunization Services Meeting	Cleta
January 24	Well Woman Meeting with Deb Smalley & North Country Health Care	Cleta
January 24	340B Drug Pricing Program Recertification	Cleta
January 29	TB tests placed/read on NPC Students-on site	Cleta, Carla & Angela
January 30	Vaccine For Children/Vaccine For Adults Compliance Site Visit	Cleta & Carla

February 1	Infection Control Meeting-Navajo County	Cleta
February 1	NIDET Webinar	Cleta
February 5	TB tests placed/read on Beehive Residents-on site	Cleta & Carla
February 7	ESC Phone Meeting	Cleta
February 7	Navajo Nation MEDSIS Communication Strategy Phone Meeting	Angela
February 8	District 3 Access to Food Workshop	Cleta
February 14	Arizona BioSense Workgroup Meeting	Cleta
February 15	Arizona Public Health Nurses (AzPHN) Monthly Call	Cleta
February 20	Million Hearts Webinar	Cleta
February 20	Action. Awareness. Outcome! Arizona's Rx Drug Misuse and Abuse Initiative Community Toolkit Webinar	Cleta
February 21	Senior Center Blood Pressure Checks-on site	Cleta
February 21	An Interprofessional Approach to HPV and Oropharyngeal Cancer Prevention Education	Angela & Carla
February 22	AzPHN Meeting in Phoenix	Cleta
February 22	Webinar: The Changing Landscape for Soap in the Healthcare Environment – 2018 and beyond	Angela & Carla
February 26	Run, Fight, Hide Training-on site	Angela & Val
February 26	Understanding the Rural Landscape: What Works in Improving Health and Well-Being	Angela
February 27	CPR Training for Apache County Employees	Cleta
February 28	MEDSIS Opioid Data User Group-Webinar	Cleta
February 28	NCHC/Apache County Health/The Nurses Office Meeting	Cleta & Val
February 28	GC/CT of the Eye-Webinar	Angela
March 5	MEDSIS Training for Navajo Nation at St. Michaels	Angela
March 7 &/or 8	ACPH Mandatory Training, all attended, Cleta was an instructor for a portion of it	Cleta, Carla, Angela & Val
March 15	AzPHN Phone Meeting	Cleta
March 20	NSSP Community of Practice Call	Cleta
March 21	AzPHN Leadership Call	Cleta
March 21	Webinar: Protecting Older Adults from Seasonal Influenza: Addressing the Challenges and Understanding Immunization Options	Cleta & Carla
March 23	Navajo Nation Call with ADHS	Cleta
March 27	CPR Training for Apache County Employees	Cleta
March 28	NCHC/Apache County Health/The Nurses Office Meeting	Cleta & Val
March 28	Billing and Coding Webinar	Carla
March 29	Leadership Conference Call	Cleta

March 29	Acting on the IT Modernization Mandate: Collaboration and Cybersecurity in the Cloud	Cleta
March 29	Qrtly MEDSIS IPs Workgroup	Cleta

Complaints/Infection/Incidents

Clients receiving services during the third quarter were surveyed and all clients reported satisfaction with services. Clients did not report any infections acquired from services provided.

Disease Investigation/ Other

Several meetings and education were provided to a community school regarding Pertussis.

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Chris Sexton, Director ACPHSD

Date/Signature: 03/29/18 Chris D. Sexton

Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of the contract with Stephanie Molinar, RN to provide clinical services as a subcontractor, This is budgeted in the FY 17/18 budget.

BOS Meeting Date Requested 05/01/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review x

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda. Board Clerk's Initials

03/28/17

Pros and Cons for contract with Stephanie Molinar

It is the goal of the clinical services team to have several trained contract nurses to step in when one of the of regular nurses are out sick, no longer employed, or when the volume is such that an additional nurse is needed. Currently we have only 1 fully trained contract nurse (Rebecca Rivera). Rebecca recently went to work full time at a facility in Show Low. All other contracted nurses are also full-time employees and have limited availability to work in the Apache County Public Health Clinic. It is necessary to have at least one RN on duty to handle the day-to-day requirements of the clinical services division.

Pros:

- A fully trained contract nurse is needed to fill in to fully staff the clinic. Angela Kimmins resignation was accepted for an effective date of 4/5/18, leaving only 1 nurse to provide all the functions of the Clinical Services Department.
- Stephanie is interested in a full-time job with the Clinical Services Division.
- Training Stephanie as a contract nurse, if selected as a replacement to Angela, will result in a shortened learning curve for the position.

Cons:

- If we hire Stephanie and she turns out to not be a good fit for the position, a new candidate will need to be trained.

APACHE COUNTY HEALTH SERVICES DISTRICT
AND
Stephanie Molinar, RN

This agreement is entered into between the Apache County Public Health Services District, hereafter referred to as Department and Stephanie Molinar hereafter referred to as Subcontractor as follows:

NOW THEREFORE, the county and the subcontractor agree on the following terms and conditions.

SERVICES/SCOPE OF WORK

- Travel to clinics within Apache County.
- Assist in setting up and tearing down clinics.
- Screen patients for contraindications to receiving vaccination.
- Oversee the vaccination/prophylaxis process.
- Administer the vaccine/prophylaxis and IM contraceptives
- Sign the clinic record.
- Observe vaccine/prophylaxis recipients for immediate reaction or complications.
- Administer pregnancy, HIV, and SDT tests and document.
- Administrative duties include audit patient medical records, filing, and data entry.
- Administer, document, and read TB tests.
- Administer STD screenings.
- Sexual health and Family Planning screening and counseling.
- Appropriate and effective documentation as required on each patient encounter.

Qualifications

Subcontractors must have a current license by the State of Arizona as a physician, physician's assistant, nurse practitioner, nurse, or paramedic.

FINANCIAL

As full and complete compensation for the services to be provided hereunder, the Department shall pay to the Subcontractor a fixed rate fee of **$30.00 per hour,** an amount agreed upon by all parties. The contractor will participate in clinics throughout Apache County not to exceed 32 hours per week or $4000.00 from the initiation of the contract.

At the end of the first month that this agreement is in effect and at the end of each month when services are provided, the Subcontractor will submit to the Department a record of services provided. The record of services will include specific time worked each day and shall be dated and signed by the Subcontractor. The Department will submit an Authorization for Payment to the Apache County Finance Department. Payment will be made directly to the Subcontractor in accordance with Apache County's standard procedures for processing payments. If the subcontractor attends training required by the contract, travel time will be reimbursed at the hourly rate, in excess of one half hour for one way travel only, as well as actual time in attendance in a training session.

GENERAL REQUIREMENTS

1. General Requirements

This agreement is entered into in accordance with Arizona Revised Statutes §11-251 paragraph 18 and the following general requirements.

a. The Subcontractor shall maintain all licenses, permits and authority necessary to do business and render services under this agreement throughout the term of this Agreement. The Subcontractor shall provide the Department with documentation of any and all required license, permit and accreditation. The Subcontractor shall notify the Department and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
b. In providing services hereunder, the Subcontractor is an independent service provider. The Subcontractor shall not be deemed an employee of the Department and shall not be entitled to any benefits provided to Department employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
c. The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

2. Other contracts

The Department may perform additional work related to this contract or award other contracts for such work. The Subcontractor shall cooperate fully with such other Subcontractors and /or Department employees in the scheduling of and coordination of its own work with such additional work. The Subcontractor shall afford other Subcontractors reasonable opportunity for the execution of their work and shall not commit or permit any act which will interfere with the performance of work as scheduled by any other Subcontractor or by Department employees. This section shall be included in all contracts with which this Subcontractor will be

required to cooperate. The Department shall equitably enforce this Section as to all Subcontractors to prevent the imposition of unreasonable burdens on any Subcontractor.

3. Disputes

   a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
   b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
   c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

4. Termination of Contract

   The Department and the Subcontractor may terminate this contract under the following conditions:

   a. The Apache County Public Health Services Department Director, hereafter referred to as Director, in addition to other rights set forth elsewhere in the contract, reserves the right to terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Subcontractor.
      1. In the event of termination as provided in this Section, the Subcontractor shall stop all work as specified in the notice of termination.
      2. The Subcontractor shall be paid the contract price for all services and terms completed. Upon such termination, the Subcontractor shall deliver to the Department a complete set of all documents, programs and other information created pursuant to this contract.
   b. Subcontractor may terminate this contract at any time with ninety (90) days notice in writing to the Department. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
   c. This contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
   d. The termination, or renewal, date of this contract is October 31st, 2019.
   e. Subcontractor agrees to return any unused materials, purchased under this contract, to the Department in case of contract termination.

5. Default

   a. The Director, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the Director determines that the Subcontractor has failed to perform any requirement.
   b. The Subcontractor shall continue the performance of this contract to the extent not terminated.

c. If this contract is terminated as provided herein, the Director, in addition to any other rights provided in this Section, may require the Subcontractor to transfer title and deliver to the county, in the manner and to the extent directed by the Director, such partially completed reports or other documentation as the Subcontractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Director shall be at the contract price. Payment for partially completed reports and other documentation delivered to and accepted by the Director shall be in an amount agreed upon by the Subcontractor and the Director.
d. The rights and remedies of the Department enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

6. Confidentiality of Records

The Subcontractor shall establish and maintain procedures and controls that comply with Arizona Administrative Code (A.A.C.) §R9-1-311 through §R9-1-315 regarding disclosure of information and records. No medical information contained in its records or obtained from the Department or from others in carrying out its functions under this contract shall be used or disclosed by it, its agents, officers, employees of Subcontractors except as is essential to the performance of the contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving items or services contemplated in this contract, or of any employer of such person shall be made available for any political or commercial purpose. Information, the source of which is a Federal agency, or from any person or provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as provided by Federal law.

7. Non-Discrimination

Subcontractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this agreement.

8. Record Retention

The Department and Subcontractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit by the Arizona Department of Health Services, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:
a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the Director, shall be retained by the Subcontractor until such appeals, litigation, claims or exceptions have been resolved.

9. Insurance and Indemnification

a. Subcontractor shall obtain and maintain at its own expense, during the entire term of this Contract automobile liability insurance coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $100,000 combined single limit or $100,000 Bodily Injury, $100,000 Property Damage.

Subcontractor shall provide Department with current certificates of insurance. Subcontractor shall provide to the Department written guarantee of thirty (30) days written notice to the Department of cancellation, non-renewal or material change.

b. To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Indemnitor may be liable).

10. Travel

Subcontractor will not be reimbursed for travel to or from clinics.

The subcontractor will be paid for training required by this contract as follows: travel will be reimbursed at the hourly rate, in excess of one-half hour for one way travel only, as well as actual time in attendance in a training session.

11. Cancellation for Conflict of Interest

The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.

12. The Subcontractor shall not assign any right or interest in this Agreement without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

Effective Date: April 1, 2018

Expiration Date: March 31, 2020

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the Department:

_____ Date _____

Chairman, Board of Supervisors

For and on behalf of the Department:

_____ Date _____

Apache County Health Director

_____ Date _____

Attorney

Subcontractor:

Stephanie M. Molinar Date 3/28/18

Stephanie Molinar, RN

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Library District, SueAn Stradling-Collins

Date/Signature: Sue Stradling-Collins 3-16-2018

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of the completed Strategic Plan for the St. Johns Public Library.

BOS Meeting Date Requested: April 3, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: N/A

Signature

Finance Review: N/A

Signature

Human Resources Review: N/A

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials RP

Approved by the BOS Oct. 20, 2015

SueAn Stradling-Collins

From: Joe Young
Sent: Thursday, March 15, 2018 2:31 PM
To: SueAn Stradling-Collins
Subject: RE: Strategic plan okay

I am fine with it. Thanks

From: SueAn Stradling-Collins [mailto:scollins@co.apache.az.us]
Sent: Thursday, March 15, 2018 11:09 AM
To: Joe Young
Subject: Strategic plan okay

Joe,

Just need your okay on the final of a strategic plan. I'm hoping to get it on the April agenda.

Thank you.

SueAn Stradling-Collins
Library Director
Apache County Library District
P.O. Box 2760
30 South 2nd West
St. Johns, AZ 85936

928-337-4923
Fax 928-337-3960

Currently reading *Admiral Hornblower in the West Indies* by C.S. Forester.

Come Read with Us!

We work to make our best better.

Apache County Library District
Agenda Item for Board Meeting of ~~March 6~~ April 3, 2018

- Quite frequently, the Library District will have items dealing with strategic planning for the individual libraries.
- There are two times in the process that we approach the Board.
    - The first is part of the planning process when we request approval of the committee representatives, budget, and the process so as to proceed.
        - We strive to create a committee that includes a wide representation of community members
        - The budget includes supplies and food for the two meetings to be held
        - The proposed budget is generally from $500 to $700
        - These monies are included in our annual budget
    - The second time we approach the board is after the process is complete and the strategic plan has been created. We ask for approval of this plan.

Our item reads:

Discussion and possible approval of the completed Strategic Plan for the St. Johns Public Library.

The pros and cons are the same and will continue to be similar for all libraries.

Pros

- Community (taxpayers) input
- Catalyst for greater community interaction
- Greater accountability to the taxpayer
- Opportunity to forge alliances with community
- More cost effective programming and services because they are aligned with community needs and interests
- No new monies, just reallocation of what is already in the budget

Cons

- Perception that the Library is not taking the taxpayer into consideration
- Possibly not meeting the needs of patrons
- Fiscally less responsive to community needs
- Diminished communication and collaboration between District and community

2017 Strategic Planning Committee Members

Karen Brown
Ed Burgoyne
Lillian Chavez
Betty Clanton
Tanya Cohen
Tina Gonzales
Mike Green
Mike Hauser
Juan Ortiz
Brent Overson
Mendie Parker
Debbie Sherwood
Tim Udall
Andrea Vaughn
Creig Wallace



St. Johns Public Library

35 S. 3rd West
PO BOX 766
St. Johns, AZ 85936

Phone: 928-337-4405
Fax: 928-337-2224

Library Hours

Monday, Wednesday, Friday
10:00 a.m. - 5:00 p.m.
Tuesday & Thursday
10 :00 a.m. - 7:00 p.m.
Saturday
10 :00 a.m. - 2:00 p.m.

Library Staff

Carolyn Des Champs
Library Manager
cdeschamps@co.apache.az.us

Thennetta Aul
Library Specialist I
taul@co.apache.az.us

Gloria Castillo
Library Specialist I
gcastillo@co.apache.az.us

Timothy Harris Jr.
Library Specialist I
tharris@co.apache.az.us

Mandy Whiting
Library Specialist I
mandy.whiting@co.apache.az.us

A branch of the Apache County Library District

St. Johns Public Library Strategic Plan 2017-2020

The St. Johns Public Library offers easy access to community information, while providing programs and resources to help encourage early childhood literacy and school readiness.



Connecting you to Information, Programming and Resources.

Goals And Objectives

Know Your Community:
Community Resources and Services

St. Johns families, residents, and visitors will have access to information about community businesses, organizations, and agencies, including contact information and description of services.

1. The Library staff will work with local businesses, agencies, and organizations to obtain up-to-date community information.

2. The Library staff will create a community resource packet by December 2018.

3. Beginning January 2019, the Library will make printed packets available to the community at various sites throughout the community including the library. Electronic copies will be accessible on the Library's web and Facebook pages.
    a. A minimum of 100 print copies will be distributed in 2019, and150 print copies in 2020.
    b. The Facebook and Library web sites combined will receive a minimum of 500 visits in 2019, and 1,000 visits in 2020.

4. The Library staff will revise and update the packet annually.

5. Surveys will be included in all formats of the packet.
    a. 45 surveys will be returned in 2019, with 60% of users finding the packet useful.
    b. 40 surveys will be returned in 2020, with 60% of users finding the packet useful.

Families and residents of St. Johns will have a central source of information about community activities.

1. The Library staff will work with community based agencies and organizations to obtain information for creating a monthly calendar of activities and programs.

2. Calendars will be available at the Library, as well as electronically on the Library website and Facebook pages.
    a. Calendar distribution will begin June of 2018. The Library will distribute a minimum of 125 calendars per month in 2018,150 calendars per month in 2019, and 175 calendars per month in 2020.
    b. The Facebook page and web site combined will receive at least 500 visits in 2018, 750 visits in 2019, and 1,000 visits in 2020.

Create Young Readers:
Early Literacy

Children from birth to age five, and their parents or caregivers, will have access to Library programs, materials, and services that encourage childhood literacy and school readiness.

1. The Library will present two Brain Box workshops for parents in 2018, three workshops in 2019, and four workshops in 2020.
    a. Each workshop will have at least 10 participants in 2018,12 participants in 2019 and 14 participants in 2020.
    b. Surveys will show a 60% or greater satisfaction rate.

2. The Library will begin incorporating Fun With Math and Science programming into story times by August 2018.
    a. Children and caregivers will explore math and science concepts in reading to enhance school readiness skills.
    b. Four programs will be presented in 2018, 6 programs in 2019, and 12 programs in 2020.
    c. Parents and caregivers will receive take home information on concepts explored during each program.
    d. Surveys will show a 50% satisfaction rate.
    e. Four programs will be offered in the community park during the summers of 2019 and 2020.

3. The Library will create and distribute Early Literacy information calendars to Library patrons, Head Start, Baby Sprouts, and WIC. Calendars will be available on our Facebook, Instagram, and Library web pages.
    a. A minimum of 100 calendars will be distributed monthly in 2018,125 calendars in 2019, and 150 calendars in 2020.
    b. The Facebook, Instagram, and Library web sites combined will receive at least 500 visits in 2018, 750 visits in 2019, and 1,000 visits in 2020.



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

District III Supervisor

Date/Signature: Tanya Lee 4/16/18

Describe in detail what you want to say to the Board and what action you want the Board to take:

Presentation by Josh Grace, Range Resource Area Manager, for the Arizona State Land Department.

BOS Meeting Date Requested: May 1, 2018

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Approved by the BOS Oct. 20, 2015

Beth Bond

From: Doyel Shamley
Sent: Tuesday, March 13, 2018 3:35 PM
To: Beth Bond
Subject: May 1st BOS meeting - SJ - Agenda Request

Hello Beth,

We finally have a permanent official here for AZ State Lands - we've been pushing hard for a year to get this. He has been working with me in a big meeting all day here in RV. Please add an agenda item for a presentation on their duties and services.

AZ State Land Department - Joshua L. Grace, Ph.D.
Range Resource Area Manager

10-minute powerpoint presentation on duties and services jgrace@azland.gov

Thanks!
Doyel

Arizona State
Land Department
1616 W Adams Street Phoenix, AZ 85007

Arizona State Land Department

Agency Update—5/1/2018

Joshua Grace, Ph.D.

Arizona State Land Department
1616 W Adams Street Phoenix, AZ 85007

History

- The State Enabling Act (1910)
  - Assigned sections to be held in Trust for the Common Schools
  - Additional 2 million acres for other public institutions
  - Total Acreage was about 10,900,000 acres
  - State Land Commission (1912)



Arizona State
Land Department
1616 W Adams Street Phoenix, AZ 85007

Mission

- To manage State Trust lands and resources to enhance value and optimize economic return for the Trust beneficiaries, consistent with sound business management principles, prudent stewardship, and conservation needs supporting socio-economic goals for citizens here today and future generations. To act in the best interest of Trust for the enrichment of the beneficiaries and preserve the long term value of the State's Trust lands.

- 13 Beneficiaries totaling 9,260,253

Programs

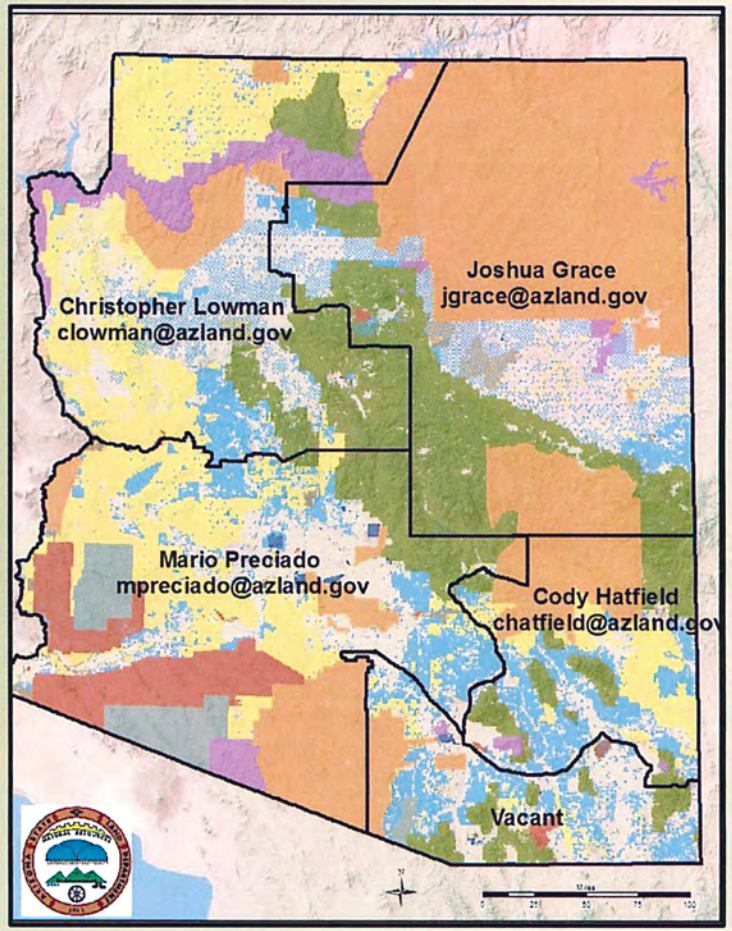
- Real Estate
  - Commercial Leasing
  - Rights of Way
- Natural Resources
  - Agricultural Leasing
  - Grazing Leasing
  - Environmental and Trespass
  - Recreation
- Information Systems and Resource Analysis
  - Geographic Information Systems (GIS)
  - State Cartographer's Office

Rangeland Management

Livestock Grazing takes place on more acres of State Trust land than any other use

Range Program

- Coordinate Resource Management
- Rangeland Monitoring
- Clearance of Range Practices
- Regional representation for the Land Department



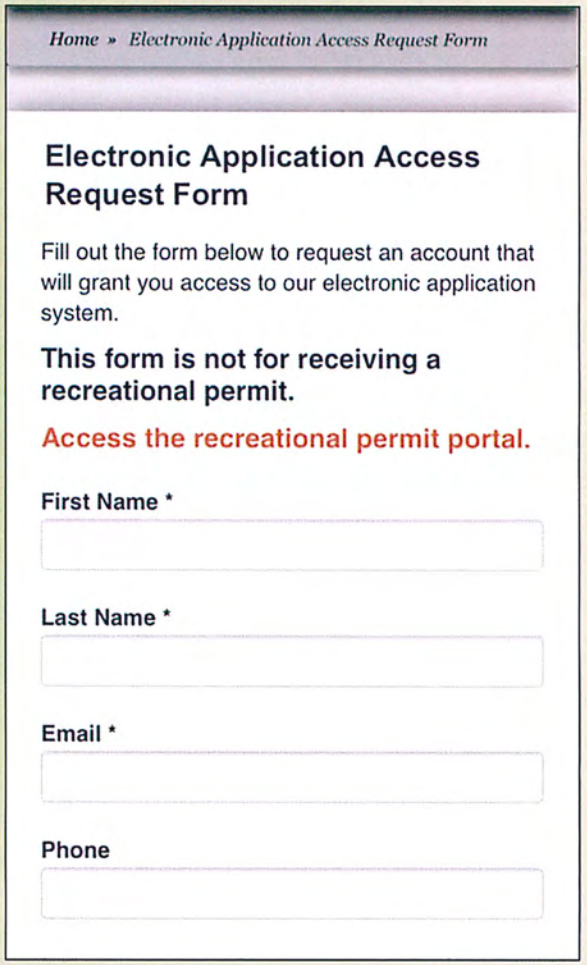
Rangeland Management

Arizona State Land Department
1616 W Adams Street Phoenix, AZ 85007

- Grazing Fee:

2015	$3.12
2016	$3.45
2017	$2.85
2018	**$2.81**

- **Online Application Process**
  - Grazing Lease
  - Lease Assignments
  - Range Improvements
  - Land Treatments



Home » Electronic Application Access Request Form

Electronic Application Access Request Form

Fill out the form below to request an account that will grant you access to our electronic application system.

This form is not for receiving a recreational permit.

Access the recreational permit portal.

First Name *

Last Name *

Email *

Phone

Rangeland Management

- Required Authorization
  - Range improvements (fence, well, trough)
  - Land management (brush clearing, etc.)
  - Sublease/ Agreements
  - Additional livestock



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

District III Supervisor

Date/Signature: Tanya Ka 4/16/2018

Describe in detail what you want to say to the Board and what action you want the Board to take:

Presentation by Shelby Johnson, County Executive Director, for the United States Department of Agriculture, Farm Service Agency.

BOS Meeting Date Requested: May 1, 2018

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials RR

Approved by the BOS Oct. 20, 2015

USDA FSA 2018 Schedule

April & May 2018

Location	Dates	Times (Daylight Savings Time)
Shonto Chapter House	April 10, 24 May 8, 22	1PM-4PM
Kayenta Justice Court	April 11, 25 May 9, 23	8AM-12PM
Teec Nos Pos Chapter House	April 18	9AM-12PM
Red Valley Chapter House	April 18	1:30 PM- 3:30 PM
Chinle Chapter House	April 3, 17 May 1, 15, 29	10 AM- 2 PM
St. Michaels USDA Service Center	April 5, 19 May 3, 17, 31	10AM-2PM
Sanders Newlands Chapter	April 26 May 10, 24	9AM-12PM

Sign-up for 2018 Livestock Forage Program

Applicants, please bring with you:

1. **Grazing Permit**: *MUST BE IN THE NAME OF THE PERSON APPLYING
2. **Livestock Inventory or Tally Count**: For the year 2018
3. **Social Security Card**

Navajo County FSA Office	Apache County FSA Office
51 W Vista Dr. #2 Holbrook AZ 86025 Phone: (928)524-3214 ext. 2	140 W Cleveland PO BOX 70 St Johns AZ 85936 Phone: (928)337-4411 ext. 2

USDA **Disaster Assistance**

UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY

FACT SHEET
October 2017

Livestock Forage Disaster Program (LFP)

OVERVIEW

The 2014 Farm Bill authorized the Livestock Forage Disaster Program (LFP) to provide compensation to eligible livestock producers who have suffered grazing losses for covered livestock on land that is native or improved pastureland with permanent vegetative cover or is planted specifically for grazing. The grazing losses must be due to a qualifying drought condition during the normal grazing period for the county.

Also, LFP provides compensation to eligible livestock producers who have suffered grazing losses on rangeland managed by a federal agency if the eligible livestock producer is prohibited by the federal agency from grazing the normal permitted livestock on the managed rangeland due to a qualifying fire.

The grazing losses must have occurred on or after Oct. 1, 2011.

LFP is administered by the Farm Service Agency (FSA) of the U.S. Department of Agriculture (USDA).

ELIGIBLE COUNTIES FOR DROUGHT

An eligible livestock producer who owns or leases grazing land or pastureland physically located in a county rated by the U.S. Drought Monitor as having a:

- D2 (severe drought) intensity in any area of the county for at least eight consecutive weeks during the normal grazing period is eligible to receive assistance in an amount equal to one monthly payment;
- D3 (extreme drought) intensity in any area of the county at any time during the normal grazing period is eligible to receive assistance in an amount equal to three monthly payments;
- D3 (extreme drought) intensity in any area of the county for at least four weeks during the normal grazing period or is rated a D4 (exceptional drought) intensity at any time during the normal grazing period is eligible to receive assistance in an amount equal to four monthly payments; or
- D4 (exceptional drought) in a county for four weeks (not necessarily four consecutive weeks) during the normal grazing period is eligible to receive assistance in an amount equal to five monthly payments.

A map of eligible counties for LFP drought may be found at **http://www.fsa.usda.gov/programs-and-services/disaster-assistance-program/livestock-forage/index.**

ELIGIBLE LIVESTOCK

Eligible livestock types under LFP include alpacas, beef cattle, buffalo, beefalo, dairy cattle, deer, elk, emus, equine, goats, llamas, reindeer or sheep that have been or would have been grazing the eligible grazing land or pastureland:

- During the normal grazing period for the specific type of grazing land or pastureland for the county; or
- When the federal agency excluded the livestock producer from grazing the normally permitted livestock on the managed rangeland due to fire.

Eligible livestock must:

- Have been owned, purchased or entered into a contract to purchase during the 60 days prior to the beginning date of a qualifying drought or fire condition;
- Have been held by a contract grower or sold or otherwise disposed of due to a qualifying drought condition during the current production year or one or both of the two production years immediately preceding the current production year;
- Have been maintained for commercial use as part of a farming operation on the beginning date of the eligible drought or fire condition;

- Not have been produced and maintained for reasons other than commercial use as part of a farming operation (such excluded uses include, but are not limited to, wild free-roaming animals or animals used for recreational purposes such as pleasure, hunting, pets, roping or for show); and
- Not have been livestock that were or would have been in a feedlot on the beginning date of the qualifying drought or fire as part of the normal business operation of the producer.

ELIGIBLE PRODUCERS

To be eligible for LFP, producers must:

- Own, cash or share lease, or be a contract grower of covered livestock during the 60 calendar days before the beginning date of a qualifying drought or fire;
- Provide pastureland or grazing land for covered livestock, including cash-rented pastureland or grazing land that is either:
  - Physically located in a county affected by a qualifying drought during the normal grazing period for the county; or
  - Rangeland managed by a federal agency for which the otherwise eligible livestock producer is prohibited by the federal agency from grazing the normally permitted livestock because of a qualifying fire.
- Certify that they have suffered a grazing loss because of a qualifying drought or fire; and
- Timely file an acreage report for all grazing land for which a loss of grazing is being claimed.

PAYMENTS

FSA will calculate LFP payments for an eligible livestock producer for grazing losses because of a qualifying drought equal to one, three, four or five times the LFP monthly payment rate. The LFP monthly payment rate for drought is equal to 60 percent of the lesser of either the monthly feed cost:

- For all covered livestock owned or leased by the eligible livestock producer; or
- Calculated by using the normal carrying capacity of the eligible grazing land of the eligible livestock producer.

Total LFP payments to an eligible livestock producer in a calendar year for grazing losses will not exceed five monthly payments for the same livestock.

In the case of an eligible livestock producer who sold or otherwise disposed of livestock because of drought conditions in one or both of the two previous production years immediately preceding the current production year, the payment rate will equal 80 percent of the monthly payment rate.

FSA will calculate LFP payments for eligible livestock producers for losses suffered because of a qualifying fire on federally managed rangeland for which the producer is prohibited from grazing the normally permitted livestock. The payment begins on the first day the permitted livestock are prohibited from grazing the eligible rangeland and ending on the earlier of the last day of the federal lease of the eligible livestock producer or the day that would make the period a 180 calendar-day period. The payment rate is 50 percent of the monthly feed cost for the number of days the producer is prohibited from grazing the managed rangeland because of a qualifying fire, not to exceed 180 calendar days.

PAYMENT LIMITATION

For 2012 and subsequent program years, no person or legal entity, excluding a joint venture or general partnership, may receive directly or indirectly, more than $125,000 total in payments under LFP, Emergency Assistance for Livestock, Honeybees and Farm-Raised Fish Program (ELAP) and Livestock Indemnity Program (LIP) combined.

In applying the limitation on average adjusted gross income (AGI), an individual or legal entity is ineligible for payment under LFP if the individual's or legal entity's average AGI exceeds $900,000.

Direct attribution provisions apply to LFP for 2011 and subsequent years. Under direct attribution, any payment to a legal entity also will be considered for payment limitation purposes to be a payment to persons or legal entities with an interest in the legal entity or in a sub-entity.

ENROLLMENT

For 2015 and subsequent calendar years, producers must provide a completed application for payment and required supporting documentation to their FSA office within 30 calendar days after the end of the calendar year in which the grazing loss occurred.

The producer should include a copy of the grower contract if the producer is a contract grower and any other supporting documents required for determining eligibility. Supporting documents must show evidence of loss, current physical location of livestock in inventory, evidence that grazing land or pastureland is owned or leased and evidence that if the loss of grazing was due to a fire that the producer was prohibited by the federal agency from grazing the normal permitted livestock on the managed rangeland due to a fire.

FSA will use data provided by the applicant to determine eligibility for program benefits. Providing the data is voluntary; however, without all required data, program benefits will not be approved or provided.

The table on page 4 provides the monthly feed cost payment rate per head by covered livestock category.

FOR MORE INFORMATION

This fact sheet is for informational purposes only; other eligibility requirements or restrictions may apply. To find more information about FSA disaster assistance programs, visit **http://disaster.fsa.usda.gov** or contact your local FSA office. To find your local FSA office, visit **http://offices.usda.gov**.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

2) fax: (202) 690-7442; or

3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Kind	Type	Weight Range	Payment Rate Per Head						
			2011	2012	2013	2014	2015	2016	2017
Beef	Adult	Bulls, Cows	$34.57	$51.81	$57.27	$52.56	$40.79	$32.36	$30.00
	Non-adult	500 pounds or more	$25.93	$38.86	$42.96	$39.42	$30.59	$24.27	$22.50
Dairy	Adult	Bulls, Cows	$89.89	$134.71	$148.90	$136.66	$106.05	$84.14	$78.00
	Non-adult	500 pounds or more	$25.93	$38.86	$42.96	$39.42	$30.59	$24.27	$22.50
Buffalo/ Beefalo	Adult	Bulls, Cows	$34.57	$51.81	$57.27	$52.56	$40.79	$32.36	$30.00
	Non-adult	500 pounds or more	$25.93	$38.86	$42.96	$39.42	$30.59	$24.27	$22.50
Sheep	All		$8.64	$12.96	$14.32	$13.14	$10.20	$8.09	$7.50
Goats	All		$8.64	$12.96	$14.32	$13.14	$10.20	$8.09	$7.50
Deer	All		$8.64	$12.96	$14.32	$13.14	$10.20	$8.09	$7.50
Equine	All		$25.58	$38.34	$42.38	$38.90	$30.18	$23.95	$22.20
Elk		Less than 400 pounds	$7.61	$11.40	$12.60	$11.58	$8.98	$7.12	$6.60
		400 to 799 pounds	$14.18	$21.24	$23.48	$21.56	$16.73	$13.27	$12.30
		800 pounds or more	$18.67	$27.98	$30.93	$28.39	$22.03	$17.47	$16.20
Reindeer		All	$7.61	$11.40	$12.60	$11.58	$8.98	$7.12	$6.60
Alpacas		All	$28.48	$42.68	$47.18	$43.30	$33.60	$26.65	$24.71
Emus		All	$17.69	$26.52	$29.31	$26.90	$20.87	$16.56	$15.36
Llamas		All	$12.62	$18.91	$20.90	$19.18	$14.89	$11.81	$10.95

Note: The LFP monthly payment rate for losses because of a qualifying drought is calculated at 60 percent of the smaller of the monthly feed cost payment rate per head in the table above or the monthly feed cost based on the normal carrying capacity of the eligible grazing or pastureland acres.

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **DISTRICT II** **Alton Joe Shepherd**

Date: **Signature:** _____ **Supervisor**

Describe in detail what you want to say to the Board and what action you want the Board to take:

District 2: Discussion and possible approval of Apache County Underprivileged Burial Assistance Policy

Date & Time Needed: Tuesday, May 1, 2018

Review Routing: /Legal/ /Finance/ /Purchasing/ /Human Resource/ /Other: _____

Legal Review: See email

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

/ / Approved / /Disapproved / /Deleted / /Continued to: _____

_____ Signature Clerk of Board

Beth Bond

From: Joe Young
Sent: Wednesday, March 21, 2018 3:11 PM
To: Gabriel Freeland; Ryan Patterson; Michael Whiting; Beth Bond
Cc: Kendra Tso; Flora Nez; Brian Hounshell
Subject: RE: BOS Agenda Item (Proposed Burial Assistance Policy)

Just a couple of small suggestions:

1. We should put the actual fee amount in Section IV (FEES).
2. In the title of the Policy and in the first paragraph of Section I, we note the purpose is for the burial of deceased indigents. Because indigent burial is already governed by statute and County policy, I think we should call it something else, like "Underprivileged Burial Assistance Policy," "low income family" or perhaps "impoverished" or some other synonym.
3. In regards to the public hearing, there needs to be published notice of the fee with at least fifteen days' notice before the meeting and public hearing.

From: Gabriel Freeland [mailto:gfreeland@co.apache.az.us]
Sent: Tuesday, March 20, 2018 11:06 PM
To: Ryan Patterson; Michael B. Whiting; Joe Young; Beth Bond
Cc: Kendra Tso; Flora Nez; Brian Hounshell
Subject: BOS Agenda Item (Proposed Burial Assistance Policy)

Ryan, Michael, Joe & Beth,

Please find the attached BOS Agenda Item from Supervisor Shepherd for your review and submittal to the BOS for action. It is our understanding that a Public Hearing will need to take place prior to BOS action so we submit this item for processing to the BOS. This policy has been review, edited and changed based on Mr. Whiting assistance and recommendations. If you have any questions, please let me know.

Sincerely,
Gabriel A. Freeland

APACHE COUNTY DISTRICT 2
GABRIEL FREELAND, DISTRICT MANAGER
GANADO DISTRICT OFFICE
TELE: (928) 755-3881
FAX: (928) 755-3226
FORT DEFIANCE OFFICE
TELE: (928) 729-2141
FAX: (928) 729-2147

will automatically be seated and won't have to run the the general in November.

In Taylor, Mayor David Smith's seat is coming open as are councilmember Carl Cosper's seat, Jason Brubaker's and Lyn Dewitt's seats.

Mayor Lynn Johnson's seat in Snowflake is up for grabs. Whoever gets it will serve a four year term.

The mayor in Snowflake is directly elected by voters.

Councilmember Hunter Lewis' seat, Greg Brimhall's



Make Silver Linings From Winter Blues
We Can Help!

End old patterns. Get unstuck.

UNSTUCK Living
Hypnotherapy and NLP

JOAN COURTNEY, C.Ht.

163 West White Mountain Blvd.
Lakeside, Arizona
Across from Pinetop-Lakeside
Safeway, next to Taco Bell.

Call for an appointment
928-367-8208
www.Unstuck-Living.com

Public Hearing Notice

On May 1, 2018 the Apache County Board of Supervisors will hold a Public Hearing for consideration and possible adoption of the Apache County Underprivileged Burial Policy.

The hearing will be held in the Board of Supervisors' Chambers, 75 W. Cleveland Street in St. Johns, Arizona at 8:30 a.m.

A copy of the proposed policy can be reviewed in the Apache County Manager's Office, 75 W. Cleveland Street in St. Johns, Arizona between the office hours of 6:30 a.m. to 5:30 p.m. Monday through Thursday or online at **www.co.apache.az.us**

Join us to learn about Medicare — Parts A, B, C & D

We'll discuss:

- Making the most of your rights, options and entitlements
- How to enroll in Medicare
- What Medicare does and doesn't cover
- Your Medicare Supplement insurance options
- And much more! Looking forward to meeting you.

Join us for a seminar!

Date: Friday, April 27 2018 Time: 2:00 PM
Place: Booga Red's Restaurant
521 E Main St Springerville, AZ 85938

Date: Thursday, April 26 2018 Time: 1pm
Place: El Rancho Restaurant
680 S Main St. Snowflake, AZ 85937

Date: Wednesday, April, 25th 2018 Time: 4pm
Place: Licano's Mexican Food & Steakhouse
573 W Deuce of Clubs Show Low, Az 85901

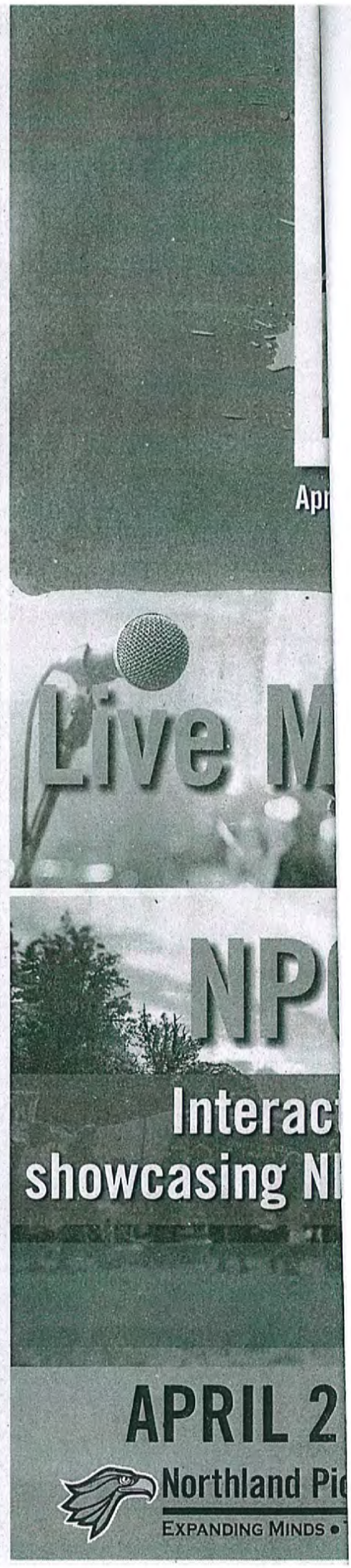
Date: Thursday, April, 26th 2018 Time: 4pm
Place: Red Devil Italian
1774 E White Mountain Blvd. Pinetop, AZ 85935

Free Refreshments and Appetizers

Call today with questions or to RSVP.

Todd Walker Producer/Field Trainer

Cell: 928-362-0646 Email: todddwalker91@gmail.com



APACHE COUNTY
Underprivileged Burial Assistance Policy

I. PURPOSE

Pursuant to Chapter 2, Article 3, § 11-251 (27), the Board of Supervisors, under such limitations and restrictions as prescribed by law, may: provide for the reasonable expenses of burial for the deceased indigents (poor or poverty-stricken) as provided in Section 36-831. The purpose of the Apache County Burial Assistance Policy is to assist community members who have lost family members and need excavated/cover or back fill assistance with burial. Due to a number of factors some individuals are unable, to make monetary contribution or a reduced amount towards basic services, no matter how small the amount seems to be.

The Burial Assistance is designed to relieve or totally eliminate the hardship associated with traditional burial cost for impoverished or low income families with little or no resources. The Burial Assistance is not an entitlement assistance, meaning that being a member of Apache County or a Federally Recognized Tribe does not automatically make a person eligible or not for benefits under this assistance.

All County business and road issues shall take precedent over any burial assistance. Therefore, the family member(s) or person(s) requesting assistance shall understand burial assistance cannot interfere with any other pressing County activities and will only be provided when feasible.

II. ELIGIBILITY

The decedent's burial site must be located within Apache County. Examples of persons who may qualify for Burial Assistance might be:

- A person that has paid for some of the services for the victim; or
- A dependents, family members or estate of the victim; or
- A guardian or conservator of any of these persons; or
- An Unemployed Person; or
- State Pensioners; or
- Disabled Persons who are unemployed and getting a state grant; or
- Single parent in receipt of a Child Support grant, with no other form of income; or
- Persons with temporary, casual, contract and seasonal employment; and
- Persons who needs assistance based on financial need.

III. PROCEDURES

The family member(s) or person(s) requesting assistance shall fill out the Apache County Burial Assistance Application and submit it to Apache County Administration for the District in which the burial site is located. The burial site must be an approved community cemetery or approved and documented family plot, previously approved by the appropriate governmental entity.

The District staff will stamp the application of acceptance and all required documents attached. Efforts will be made to process application within 48 hours of receipt of all required documents.

Once the decision has been made to approve the application, the next of kin/applicant will be called and informed of the approval or disapproval. The next of Kin/Applicant will make all necessary arrangement for the use of the equipment to access the burial site.

IV. FEES

It shall be the policy of the Apache County Burial Assistance to assist with burial at a cost for service and equipment fee in the minimum amount for service as indicated on the burial application. It is the policy of Apache County that monetary assistance is not available and allowed. The payment shall be payable to Apache County in a Cashier's Check or a Money Order with the name of the individual for who the burial assistance is being provided.

V. AMENDMENT

The Burial Assistance Policy may be amended upon recommendation from the County Manager and forwarded to the Board of Supervisor for review and approval.

Apache County

Underprivileged Burial Assistance Application

RESPONSIBLE PARTY'S INFORMATION

Name: _____

Address _____

(PO Box/Street Address) (City) (State) (Zip Code)

Phone No: _____ Message No: _____

☐ **$50.00 - Service Fee & Equipment Fee**

_____ **Initial** **Applicant understands, all County business and road issues shall take precedent over any burial assistance and many only be provided when allowable.**

*** ONLY PRETAINS TO FAMILY PLOTS ***

APPROVED ☐ **DISAPPROVED** ☐

_____ _____

Grazing Official Date

_____ **Initial** **Applicant understands, they need to obtain grazing official signature for family plots. If not obtained burial can't be provided.**

DECENCENT'S INFORMATION

Name: _____ Chapter _____

LOCATION INFORMATION

Location of Service _____

_____

Date of Service _____

Burial Site _____

_____

Time of Service _____ Dimensions: _____

MAP ON REVERSE SIDE

Disclaimer: I acknowledge that the information provided is true to the best of my knowledge.

_____ _____

Signature **Date**

FOR OFFICE USE ONLY

ASSESSMENT

Road condition: _____

_____

Assessed by: _____ Date: _____

APPROVED ☐

DISAPPROVED ☐ CONCURRED:

_____ _____

Operations Manager District Manager

_____

Date

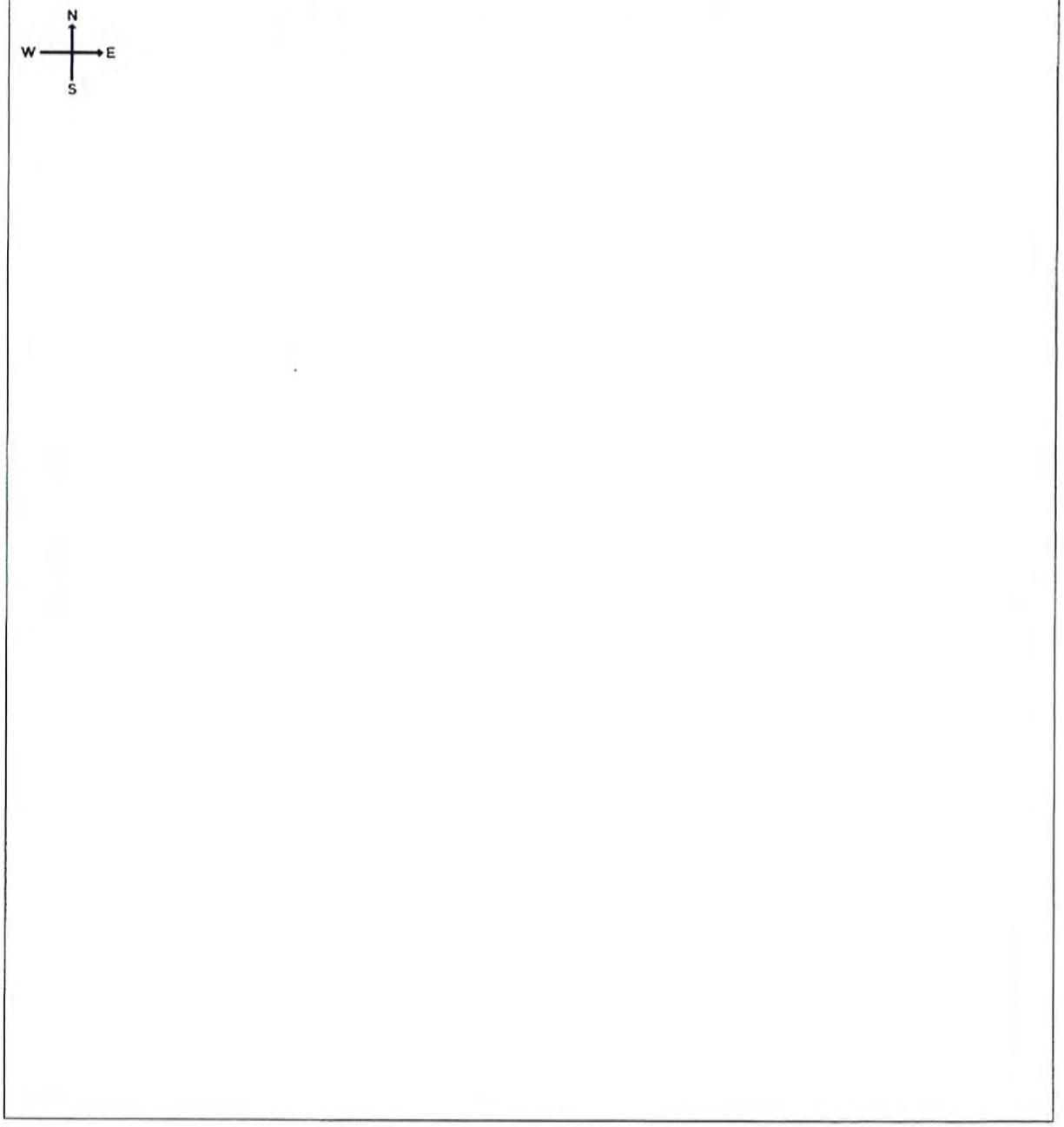
If disapproved, state reason: _____

_____

Look on Back

Apache County

Burial Assistance Map



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Community Development

Date/Signature: 4/17/18

Describe in detail what you want to say to the Board and what action you want the Board to take:

Public hearing, consideration and possible adoption of a fee waiver policy for the Community Development Department that specifies what types of applications or permits the Board of Supervisors will consider waiving or reducing fees for.

BOS Meeting Date Requested: May 1, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: See email

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Approved by the BOS Oct. 20, 2015

Devin Brown

From: Joe Young
Sent: Tuesday, April 17, 2018 2:02 PM
To: Devin Brown
Subject: RE: Agenda item needing approval

I have reviewed the item and am fine with it. I can sign the agenda form at agenda review.

From: Devin Brown [mailto:devbrown@co.apache.az.us]
Sent: Tuesday, April 17, 2018 1:07 PM
To: Joe Young
Subject: Agenda item needing approval

Joe,
Attached is the Fee Waiver Policy for May 1st BOS meeting. It requires a public hearing, and notice was published in the paper. Seeking your approval so we can put it on the agenda. Thanks.

Devin

MEMORANDUM TO THE BOARD OF SUPERVISORS

Date: April 17, 2018

From: Devin Brown, Community Development Director

Re: Pros and Cons for the proposed Fee Waiver Policy

Background

The Board of Supervisors requested that the Community Development Department draft and present a fee waiver policy that can help clarify for the Board, the staff, and the public what types of fees can be waived or reduced. This policy would only apply to applications in the Community Development Department.

Pros

Having a fee waiver policy can clarify what types of applications are eligible for fee waivers or reductions. Without a policy, it is unclear who qualifies for a waiver or whether fees can be waived at all. So this policy clears up that confusion and helps direct the decisions of the Board of Supervisors. For the citizens and the county staff, it will also organize and speed up fee waiver requests as no time will be lost wondering who is eligible and how to present the information to the Board.

Cons

Having a defined set of applications eligible for fee waivers could restrict the flexibility to waive fees in other situations not specifically listed.

RESOLUTION _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA ESTABLISHING A FEE WAIVER POLICY FOR THE COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, A.R.S. §11-251.08 and §11-863 authorizes the Board of Supervisors to recover fees for services provided by the Community Development Department;

WHEREAS, the Board has established and set forth criteria which establishes when and under what circumstances the Board may consider and approve requests for full or partial waivers of fees for applications, services, and permits; and

WHEREAS, on May 1, 2018 the Board of Supervisors has conducted a properly noticed public hearing and has determined that it is appropriate to adopt this fee waiver policy;

NOW THEREFORE BE IT RESOLVED BY THE APACHE COUNTY BOARD OF SUPERVISORS THAT:

1. The Board of Supervisors may consider and approve a request for a full or partial waiver of fees when one of the following criteria is demonstrated and met:

    a. An application that demonstrates a bona-fide community benefit. Evidence of community benefit includes, but is not limited to, projects that:
        i. are available for use by the general public.
        ii. meet a public need previously identified or recognized by the Board of Supervisors.
        iii. would either reduce costs for the general taxpayer or increase tax revenue.
    b. Applications by non-profit or community-based organizations providing a direct service that is similar to or complimentary to a key county policy goal or direct service that the county is typically responsible for providing. E.g. emergency or economic assistance, or basic sustenance needs (emergency food, shelter, etc.)
    c. Permits required as a result of criminal acts perpetrated against the applicant.
    d. Proposed Comprehensive Plan Amendments or Zoning Ordinance Text Amendments or Zoning Map Amendments when the proposed amendment is in the general public interest rather than for the benefit of a single or restricted class of properties or owners, or is proposed for a specific development permit or other land use permit.
    e. Permit fees resulting from an enforcement action under the Zoning Ordinance or Building Code, where the violation to be remedied is not the fault of the current property owner.
    f. Permit fees for the repair or reconstruction of property and structures damaged or destroyed by an act or event that has been declared a disaster or emergency by the Board of Supervisors.
    g. Applications by persons age 65 or over on a fixed, "very low income" as defined by Housing and Urban Development.

i. To qualify, the zoning or building application must be for the person's residence that he or she currently lives in or will live in once it is constructed.

h. An application by a government agency.

2. The Apache County Community Development Director has authority to approve a full or partial waiver of fees when one of the following criteria is demonstrated and met:
   a. Fees collected are for service not performed
   b. Fees duplicate another fee or charge for a service for which a fee has already been collected.
   c. Fees incurred due to a process error by county staff.

3. The Community Development Department shall require persons requesting a fee waiver to provide information and documentation that demonstrates how the project qualifies under the provisions of this policy.

PASSED AND ADOPTED by the Apache County Board of Supervisors at a meeting held this ____ day of _____, 2018.

_____

Chairman, Apache County Board of Supervisors

ATTEST:

_____

Clerk of the Board

APPROVED AS TO FORM:

_____

Apache County Attorney

FILED IN THE ARIZONA CORPORATION COMMISSION FOR
Apr 27 2018

ed from Round Valley High School as salutatorian and received a scholarship to Northern Arizona University. After graduation, Helen went to work at the state capitol for Senator Bryant Whiting. She came home and married Placido Chavez on Oct. 10, 1953. Together they built their home, where she was a homemaker and raised seven children. When her youngest child, Charlotte started school she went to work part-time for Leo Gibbons at the Justice of the Peace. She then went to work at the Town of Springerville and worked there for 22 years.



Helen enjoyed many hobbies which included crocheting doilies, handmade quilts, reading, making scrapbooks for her children and grandchildren and taking pictures. In the summer she loved working in her yard and had the best flower garden in town. She worked in her yard till the sunlight was gone. Helen loved her family. They were her greatest pleasure in life.

Helen is survived by her sons, Joe (Lisa) Chavez of Springerville; Mike (Janet) Chavez of Eagar; daughters, Pam (Shannon) Penrod of Springerville; Barbara (Alex) Yankee Workshop. He was very supportive, honest, and would always tell you like it was.

Rudy was preceded in death by his parents.

He is survived by his wife Diann, and eight children: Daniel Dodds, Joey Dodds, Sarah (Daniel) Crespin of Rocky Ford, Colo., Yael (Bryan) Younger of Glendale, Samuel Fornero, Cynthia (Stephen) Askew of Flagstaff, Michael (Sarah) Meacham of Eagar, and Donald Meacham of Lafayette, La., and 13 grandchildren.

A memorial service will be held April 21 in Page.

Norvel Owens Mortuary of Flagstaff handled arrangements.

Gloria Good

Beloved mother Gloria Faye Good, 76, died peacefully Monday, April 9, 2018, at her home in Safford. She was born July 16, 1941 to Joseph Wesley Meadows and Frances Faye Price Meadows.



Gloria married Alva Jake Good Sept. 21, 1967. They were sealed Sept. 13, 1975 in the Mesa Temple. Jake and Gloria raised nine children and

She is survived by her three children: Tatiana, Andre and Andrian; mother Maria; two sisters: Sonia and Patricia and two brothers: Nate and Daniel.

No public services are planned at this time.

Owens Livingston Mortuary of Show Low handled arrangements.

For those who have special memories and would like to send private condolences or sign an online guest book,visit website www.owenslivingston-

Consider this....
by Timothy Livingston

Enduring Loss

When one first learns about the death of s close, it is a natural reaction to experience many ways, the shock and denial felt in the this emotional trauma is very similar to the to physical trauma. As the news washes ov grief-stricken, it is understandable how the deny that it is happening.

This coping mechanism may remain in plo minutes, days, or even weeks, as people g grief. They may even find themselves waiti deceased to return. Denial provides a buff reality of what has happened. In time, bew and numbness eventually give way to othe grief that pave the way for acceptance.

Owens Livingston Mortuaries
"Our Family Serving You

www.owenslivingstonmortuary

PUBLIC NOTICE,
from Page A10

Bryce Hamblin, Mayor
ATTEST:
Katie Brady, Town Clerk
APPROVED AS TO FORM:
Douglas E. Brown, Town Attorney

Published in the White Mountain Independent:
April 13, April 17, 2018
WMI 1154, T, F, 2x, 4/13, 4/17/18e

ARTICLES OF AMENDMENT
1, ENTITY NAME:-give the exact name of the LLC as currently shown in A.C.C. records: Heartland Mountain Resort LLC
2. A.C.C. FILE NUMBER: L22315093
CHECK THE BOX NEXT TO EACH CHANGE BEING MADE AND
COMPLETE THE REQUEST INFORMATION FOR THAT CHANGE.
3. [X] ENTITY NAME CHANGE–type or print the exact NEW name of the LLC in the space below: Heartland Mountain, LLC
4. MEMBERS CHANGE-N/A
5. MANAGERS CHANGE-N/A
6. MANAGEMENT STRUCTURE CHANGE-N/A
7. STATUTORY AGENT CHANGE-N/A
7.1 N/A 7.2 N/A 7.3 N/A
8. N/A 8.1 N/A 8.2 N/A
9. N/A 9.1 N/A 9.2 N/A
10. N/A
11. N/A
12. N/A
13. N/A
SIGNATURE: By checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with attachments is submitted in compliance with Arizona law.
[x] I ACCEPT
/s/ Kenneth Coggin
Signature
Kenneth Coggin
Printed Name
03/30/2018
Date
[x] This is a member-managed LLC and I am signing individually as a member or I am signing for an entity member named:

Published in the White Mountain Independent:
April 13, April 17, April 20, 2018
WMI 1155, T, F, 3x, 4/13, 4/17, 4/20/18

The Apache County Board of Supervisors will hold a meeting on Tuesday, May 1, 2018 at 8:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will hold a public hearing to consider and possibly approve the following item:
PUBLIC HEARING, consideration and possible approval of a fee waiver policy allowing the Board of Supervisors or the Community Development Director to fully or partially waive the fees for certain applications, services, or permits.
Copies are available at the Community Development Department or you may review them on the web at www.co.apache.az.us 24 hours prior to the meeting date. Those wishing to comment may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936 or send e-mails to planning@co.apache.az.us.

Published in the White Mountain Independent:
April 13, April 17, 2018
WMI 1156, T, F, 2x, 4/13, 4/17/18e

Notice
(for publication)

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR
I. Name: ESCAPEROOMS HEBER, LLC
L-2269615-7
II. The address of the known place of business is: 2650 Lodge Loop, Overgaard, AZ 85933
III. The name and street address of the Statutory Agent is: United States Corporation Agents, Inc., 17470 N Pacesetter Way, Scottsdale, AZ 85255
A. [x] Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:
(Please check appropriate box for each)
Dennis Yinger, PO Box 323, Overgaard, AZ 85933 [ ] member [x] manager
Amy Yinger, PO Box 323, Overgaard, AZ 85933 [ ] member [x] manager

Published in the White Mountain Independent:
April 13, April 17, April 20, 2018
WMI 1158, T, F, 3x, 4/13, 4/17, 4/20/18

INVITATION TO BID
South 8th Street Roadway Extension
City of Show Low Project No. R-0918
The City of Show Low is extending an invitation for bids for the South 8th Street Roadway Extension, City of Show Low Project No.R-0918 in the City of Show Low. The work includes the constructing approximately 1,300 LF of new roadway along South 8th Street near East Whipple and installing approximately 500 LF of New 12" waterline in the roadway corridor. The work includes, but is not necessarily limited to, subgrade preparation and compaction, reshaping the roadway grade, installing 500 LF of new 12" PVC waterline, installing an 8" pressure reducing valve, installing new curb, gutter and sidewalk, installing new drainage facilities, installing new aggregate base and asphalt pavement, re-establishing road-

The Apache County Board of Supervisors

will hold a meeting on Tuesday, May 1, 2018 at 8:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will hold a public hearing to consider and possibly approve the following item:

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Copies are available at the Community Development Department or you may review them on the web at www.co.apache.az.us 24 hours prior to the meeting date. Those wishing to comment may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936 or send e-mails to planning@co.apache.az.us.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Finance Department

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of demands as distributed to the Apache County Board of Supervisors between April 3, 2018 and May 1, 2018. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested May 1, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: N/A

Signature

Finance Review: N/A

Signature

Human Resources Review: N/A

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Approved by the BOS Oct. 20, 2015

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063801	04/03/2018	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	968.63
Open	NBAZ - Warrant Clearing Account	Check	1063802	04/03/2018	Accounts Payable	APACHE COUNTY FSA	235.21
Open	NBAZ - Warrant Clearing Account	Check	1063803	04/03/2018	Accounts Payable	APACHE COUNTY HSA	3,308.74
Open	NBAZ - Warrant Clearing Account	Check	1063804	04/03/2018	Accounts Payable	APACHE COUNTY MEDICAL	161,664.45
Open	NBAZ - Warrant Clearing Account	Check	1063805	04/03/2018	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	140,222.81
Open	NBAZ - Warrant Clearing Account	Check	1063806	04/03/2018	Accounts Payable	ASRS LEGACY EORP	1,101.84
Open	NBAZ - Warrant Clearing Account	Check	1063807	04/03/2018	Accounts Payable	AZ DEPT OF REVENUE	53.08
Open	NBAZ - Warrant Clearing Account	Check	1063808	04/03/2018	Accounts Payable	AZ STATE RETIREMENT SYSTEM	101,658.02
Open	NBAZ - Warrant Clearing Account	Check	1063809	04/03/2018	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1063810	04/03/2018	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,230.54
Open	NBAZ - Warrant Clearing Account	Check	1063811	04/03/2018	Accounts Payable	CORRECTIONS OFFICER RET PLAN	8,007.05
Open	NBAZ - Warrant Clearing Account	Check	1063812	04/03/2018	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,239.56
Open	NBAZ - Warrant Clearing Account	Check	1063813	04/03/2018	Accounts Payable	EODCRS DISABILITY	18.42
Open	NBAZ - Warrant Clearing Account	Check	1063814	04/03/2018	Accounts Payable	EORP LEGACY	1,288.26
Open	NBAZ - Warrant Clearing Account	Check	1063815	04/03/2018	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1063816	04/03/2018	Accounts Payable	HJ VENTURES LLC	203.95
Open	NBAZ - Warrant Clearing Account	Check	1063817	04/03/2018	Accounts Payable	INTERNAL REVENUE SERVICE	452.25
Open	NBAZ - Warrant Clearing Account	Check	1063818	04/03/2018	Accounts Payable	NATIONWIDE	930.00
Open	NBAZ - Warrant Clearing Account	Check	1063819	04/03/2018	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,030.62
Open	NBAZ - Warrant Clearing Account	Check	1063820	04/03/2018	Accounts Payable	NATIONWIDE TRUST FSB	786.53
Open	NBAZ - Warrant Clearing Account	Check	1063821	04/03/2018	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
Open	NBAZ - Warrant Clearing Account	Check	1063822	04/03/2018	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	7,616.75
Open	NBAZ - Warrant Clearing Account	Check	1063823	04/03/2018	Accounts Payable	PUBLIC SAFETY SHERIFF RET	38,665.36
Open	NBAZ - Warrant Clearing Account	Check	1063824	04/03/2018	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1063825	04/03/2018	Accounts Payable	SECURITY BENEFIT GROUP	1,480.00
Open	NBAZ - Warrant Clearing Account	Check	1063826	04/03/2018	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,738.39
Open	NBAZ - Warrant Clearing Account	Check	1063827	04/04/2018	Accounts Payable	A & E REPROGRAPHICS	1,080.00
Open	NBAZ - Warrant Clearing Account	Check	1063828	04/04/2018	Accounts Payable	AGUERO, ROBIN R	429.31
Open	NBAZ - Warrant Clearing Account	Check	1063829	04/04/2018	Accounts Payable	ALLEGRA	161.33
Open	NBAZ - Warrant Clearing Account	Check	1063830	04/04/2018	Accounts Payable	ALLREDS WESTERN WEAR	200.00
Open	NBAZ - Warrant Clearing Account	Check	1063831	04/04/2018	Accounts Payable	ALSCO INC	516.59
Open	NBAZ - Warrant Clearing Account	Check	1063832	04/04/2018	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,145.03
Open	NBAZ - Warrant Clearing Account	Check	1063833	04/04/2018	Accounts Payable	AMAZON COM INC	279.82
Open	NBAZ - Warrant Clearing Account	Check	1063834	04/04/2018	Accounts Payable	AMERICAN SOCIETY OF SAFETY ENGINEERS	875.00
Open	NBAZ - Warrant Clearing Account	Check	1063835	04/04/2018	Accounts Payable	AMIGO CHEVROLET	19.85
Open	NBAZ - Warrant Clearing Account	Check	1063836	04/04/2018	Accounts Payable	APACHE COUNTY 4-H LEADERS COUNCIL	1,300.00
Open	NBAZ - Warrant Clearing Account	Check	1063837	04/04/2018	Accounts Payable	APACHE COUNTY FAIR	100.00
Open	NBAZ - Warrant Clearing Account	Check	1063838	04/04/2018	Accounts Payable	ARIZONA ALLIANCE FOR COMMUNITY HEALTH CENTE	160.00
Open	NBAZ - Warrant Clearing Account	Check	1063839	04/04/2018	Accounts Payable	ARVISO, GILBERT C	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063840	04/04/2018	Accounts Payable	ASHTONS REPAIR INC	893.65
Open	NBAZ - Warrant Clearing Account	Check	1063841	04/04/2018	Accounts Payable	AT&T	38.07
Open	NBAZ - Warrant Clearing Account	Check	1063842	04/04/2018	Accounts Payable	ATTAKAI, LUCINDA L	263.02
Open	NBAZ - Warrant Clearing Account	Check	1063843	04/04/2018	Accounts Payable	AZ DEPT OF HEALTH SERVICES	2,642.00
Open	NBAZ - Warrant Clearing Account	Check	1063844	04/04/2018	Accounts Payable	AZ SUPREME COURT	275.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063845	04/04/2018	Accounts Payable	AZ SUPREME COURT	275.00
Open	NBAZ - Warrant Clearing Account	Check	1063846	04/04/2018	Accounts Payable	AZLGEBT	313,544.25
Open	NBAZ - Warrant Clearing Account	Check	1063847	04/04/2018	Accounts Payable	BASHAS' CORPORATE OFFICE	72.85
Open	NBAZ - Warrant Clearing Account	Check	1063848	04/04/2018	Accounts Payable	BAST, ELLEN RAE	301.80
Open	NBAZ - Warrant Clearing Account	Check	1063849	04/04/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	77.65
Open	NBAZ - Warrant Clearing Account	Check	1063850	04/04/2018	Accounts Payable	BAZURTO, MALENA GENEVIEVE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063851	04/04/2018	Accounts Payable	BEGAY, BERNICE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063852	04/04/2018	Accounts Payable	BEGAY, MARLEITA	900.76
Open	NBAZ - Warrant Clearing Account	Check	1063853	04/04/2018	Accounts Payable	BEGAY, SARAH MAE	130.00
Open	NBAZ - Warrant Clearing Account	Check	1063854	04/04/2018	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	2,189.39
Open	NBAZ - Warrant Clearing Account	Check	1063855	04/04/2018	Accounts Payable	BLAIR, RICHARD A	75.98
Open	NBAZ - Warrant Clearing Account	Check	1063856	04/04/2018	Accounts Payable	BOB BARKER COMPANY INC	56.19
Open	NBAZ - Warrant Clearing Account	Check	1063857	04/04/2018	Accounts Payable	BOND, BETH	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063858	04/04/2018	Accounts Payable	BOWMAN, GLORIA	23.36
Open	NBAZ - Warrant Clearing Account	Check	1063859	04/04/2018	Accounts Payable	BRADCO	7,108.90
Open	NBAZ - Warrant Clearing Account	Check	1063860	04/04/2018	Accounts Payable	BULWARK EXTERMINATING LLC	250.00
Open	NBAZ - Warrant Clearing Account	Check	1063861	04/04/2018	Accounts Payable	CDW GOVERNMENT LLC	24.75
Open	NBAZ - Warrant Clearing Account	Check	1063862	04/04/2018	Accounts Payable	CLARK, MAE	194.00
Open	NBAZ - Warrant Clearing Account	Check	1063863	04/04/2018	Accounts Payable	CLIA LABORATORY PROGRAM	150.00
Open	NBAZ - Warrant Clearing Account	Check	1063864	04/04/2018	Accounts Payable	COAST TO COAST COMPUTER PRODUCTS INC	499.13
Open	NBAZ - Warrant Clearing Account	Check	1063865	04/04/2018	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	810.16
Open	NBAZ - Warrant Clearing Account	Check	1063866	04/04/2018	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1063867	04/04/2018	Accounts Payable	CORONADO LAW FIRM PLLC	104.50
Open	NBAZ - Warrant Clearing Account	Check	1063868	04/04/2018	Accounts Payable	COVEY, JOSHUA T	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1063869	04/04/2018	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	315.65
Open	NBAZ - Warrant Clearing Account	Check	1063870	04/04/2018	Accounts Payable	CURTIS, ROGER STUART	1,370.82
Open	NBAZ - Warrant Clearing Account	Check	1063871	04/04/2018	Accounts Payable	CZARNYSZKA, SUEANNE K	32.52
Open	NBAZ - Warrant Clearing Account	Check	1063872	04/04/2018	Accounts Payable	DAVIS TRUE VALUE HARDWARE	41.44
Open	NBAZ - Warrant Clearing Account	Check	1063873	04/04/2018	Accounts Payable	DELL COMPUTER CORPORATION	2,570.80
Open	NBAZ - Warrant Clearing Account	Check	1063874	04/04/2018	Accounts Payable	DEMCO	234.95
Open	NBAZ - Warrant Clearing Account	Check	1063875	04/04/2018	Accounts Payable	DESCHAMPS, CAROLYN MARIE	10.36
Open	NBAZ - Warrant Clearing Account	Check	1063876	04/04/2018	Accounts Payable	DIAZ, MAKENZI S	301.80
Open	NBAZ - Warrant Clearing Account	Check	1063877	04/04/2018	Accounts Payable	DISH NETWORK	109.47
Open	NBAZ - Warrant Clearing Account	Check	1063878	04/04/2018	Accounts Payable	DISH NETWORK	99.47
Open	NBAZ - Warrant Clearing Account	Check	1063879	04/04/2018	Accounts Payable	DISH NETWORK	99.47
Open	NBAZ - Warrant Clearing Account	Check	1063880	04/04/2018	Accounts Payable	DISH NETWORK	99.47
Open	NBAZ - Warrant Clearing Account	Check	1063881	04/04/2018	Accounts Payable	DISH NETWORK	111.12
Open	NBAZ - Warrant Clearing Account	Check	1063882	04/04/2018	Accounts Payable	DUGDALE, BEN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063883	04/04/2018	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	49,095.97
Open	NBAZ - Warrant Clearing Account	Check	1063884	04/04/2018	Accounts Payable	ELWOOD, JULIUS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063885	04/04/2018	Accounts Payable	EMBASSY SUITES	195.87
Open	NBAZ - Warrant Clearing Account	Check	1063886	04/04/2018	Accounts Payable	EMPIRE MACHINERY	999.47
Open	NBAZ - Warrant Clearing Account	Check	1063887	04/04/2018	Accounts Payable	ERHART, ANNA COLETTE	13.88
Open	NBAZ - Warrant Clearing Account	Check	1063888	04/04/2018	Accounts Payable	FARONICS TECHNOLOGIES USA INC	151.20

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063889	04/04/2018	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	204.81
Open	NBAZ - Warrant Clearing Account	Check	1063890	04/04/2018	Accounts Payable	FREELAND, GABRIEL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063891	04/04/2018	Accounts Payable	FRONTIER	62.38
Open	NBAZ - Warrant Clearing Account	Check	1063892	04/04/2018	Accounts Payable	FRONTIER	367.68
Open	NBAZ - Warrant Clearing Account	Check	1063893	04/04/2018	Accounts Payable	FRONTIER	164.31
Open	NBAZ - Warrant Clearing Account	Check	1063894	04/04/2018	Accounts Payable	FRONTIER	164.31
Open	NBAZ - Warrant Clearing Account	Check	1063895	04/04/2018	Accounts Payable	FRONTIER	99.63
Open	NBAZ - Warrant Clearing Account	Check	1063896	04/04/2018	Accounts Payable	FRONTIER	1,773.00
Open	NBAZ - Warrant Clearing Account	Check	1063897	04/04/2018	Accounts Payable	GALL'S INC	67.15
Open	NBAZ - Warrant Clearing Account	Check	1063898	04/04/2018	Accounts Payable	GALLUP LUMBER & SUPPLY	43.98
Open	NBAZ - Warrant Clearing Account	Check	1063899	04/04/2018	Accounts Payable	GARDNER, SAMUEL TODD	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063900	04/04/2018	Accounts Payable	GORDON, STEVEN H	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063901	04/04/2018	Accounts Payable	GRAVES PROPANE CO INC	2,907.03
Open	NBAZ - Warrant Clearing Account	Check	1063902	04/04/2018	Accounts Payable	GUINN, RICHARD C	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063903	04/04/2018	Accounts Payable	HEAP, KLINT	225.00
Open	NBAZ - Warrant Clearing Account	Check	1063904	04/04/2018	Accounts Payable	HERRERA, ROSCOE GEORGE	97.00
Open	NBAZ - Warrant Clearing Account	Check	1063905	04/04/2018	Accounts Payable	HILL, PATRICIA	301.80
Open	NBAZ - Warrant Clearing Account	Check	1063906	04/04/2018	Accounts Payable	HILL AZ GROCERY STORE	422.01
Open	NBAZ - Warrant Clearing Account	Check	1063907	04/04/2018	Accounts Payable	HILL AZ GROCERY STORE	183.24
Open	NBAZ - Warrant Clearing Account	Check	1063908	04/04/2018	Accounts Payable	HILLYARD/FLAGSTAFF	1,429.53
Open	NBAZ - Warrant Clearing Account	Check	1063909	04/04/2018	Accounts Payable	HOGLE, JONI C	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063910	04/04/2018	Accounts Payable	HOME DEPOT	1,120.78
Open	NBAZ - Warrant Clearing Account	Check	1063911	04/04/2018	Accounts Payable	HONEA, GENEVA	215.58
Open	NBAZ - Warrant Clearing Account	Check	1063912	04/04/2018	Accounts Payable	HOUNSHELL, ANNELL R	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063913	04/04/2018	Accounts Payable	HYATT REGENCY ATLANTA	2,290.44
Open	NBAZ - Warrant Clearing Account	Check	1063914	04/04/2018	Accounts Payable	INGRAM LIBRARY SERVICES	1,721.29
Open	NBAZ - Warrant Clearing Account	Check	1063915	04/04/2018	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	1,828.13
Open	NBAZ - Warrant Clearing Account	Check	1063916	04/04/2018	Accounts Payable	JAMESON, MICHELLE	479.54
Open	NBAZ - Warrant Clearing Account	Check	1063917	04/04/2018	Accounts Payable	KATHLEEN M MCGUIRE PSY D LLC	2,145.00
Open	NBAZ - Warrant Clearing Account	Check	1063918	04/04/2018	Accounts Payable	KIRK, TOMMY	569.02
Open	NBAZ - Warrant Clearing Account	Check	1063919	04/04/2018	Accounts Payable	KONICA MINOLTA	85.22
Open	NBAZ - Warrant Clearing Account	Check	1063920	04/04/2018	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	195.12
Open	NBAZ - Warrant Clearing Account	Check	1063921	04/04/2018	Accounts Payable	L R INVESTIGATIONS LLC	90.00
Open	NBAZ - Warrant Clearing Account	Check	1063922	04/04/2018	Accounts Payable	LARRY TRAVIS HEAP	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063923	04/04/2018	Accounts Payable	LAWSON PRODUCTS INC	154.62
Open	NBAZ - Warrant Clearing Account	Check	1063924	04/04/2018	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	886.58
Open	NBAZ - Warrant Clearing Account	Check	1063925	04/04/2018	Accounts Payable	LOWES COMPANIES INC	434.73
Open	NBAZ - Warrant Clearing Account	Check	1063926	04/04/2018	Accounts Payable	MACKENZIE, ROBERT ANDREW	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063927	04/04/2018	Accounts Payable	MADRID, MICHAEL E	775.61
Open	NBAZ - Warrant Clearing Account	Check	1063928	04/04/2018	Accounts Payable	MARTINEZ, PATRICK J	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063929	04/04/2018	Accounts Payable	MCCARTHY, CHRIS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063930	04/04/2018	Accounts Payable	MCCARTHY, STEPHANIE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063931	04/04/2018	Accounts Payable	MCCOOK BOILER AND PUMP COMPANY	12,914.00
Open	NBAZ - Warrant Clearing Account	Check	1063932	04/04/2018	Accounts Payable	MCI	42.44

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063933	04/04/2018	Accounts Payable	MONTIERTH, LEHI	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063934	04/04/2018	Accounts Payable	MOORE , ALANE M	1,800.00
Open	NBAZ - Warrant Clearing Account	Check	1063935	04/04/2018	Accounts Payable	MORGAN, DIANA M	326.71
Open	NBAZ - Warrant Clearing Account	Check	1063936	04/04/2018	Accounts Payable	NAPA	8.35
Open	NBAZ - Warrant Clearing Account	Check	1063937	04/04/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0127	1,279.27
Open	NBAZ - Warrant Clearing Account	Check	1063938	04/04/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	528.94
Open	NBAZ - Warrant Clearing Account	Check	1063939	04/04/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0085	2,135.40
Open	NBAZ - Warrant Clearing Account	Check	1063940	04/04/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0186	52.08
Open	NBAZ - Warrant Clearing Account	Check	1063941	04/04/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0202	1,391.28
Open	NBAZ - Warrant Clearing Account	Check	1063942	04/04/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	2,471.23
Open	NBAZ - Warrant Clearing Account	Check	1063943	04/04/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0301	948.45
Open	NBAZ - Warrant Clearing Account	Check	1063944	04/04/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0822	198.40
Open	NBAZ - Warrant Clearing Account	Check	1063945	04/04/2018	Accounts Payable	NATIONAL BANK OF ARIZONA 0830	235.20
Open	NBAZ - Warrant Clearing Account	Check	1063946	04/04/2018	Accounts Payable	NATIONS GAS TECHNOLOGIES INC	1,111.69
Open	NBAZ - Warrant Clearing Account	Check	1063947	04/04/2018	Accounts Payable	NAVAJO SANITATION INC	288.75
Open	NBAZ - Warrant Clearing Account	Check	1063948	04/04/2018	Accounts Payable	NAVAJO TRACTOR SALES INC	2,431.36
Open	NBAZ - Warrant Clearing Account	Check	1063949	04/04/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	361.49
Open	NBAZ - Warrant Clearing Account	Check	1063950	04/04/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	139.08
Open	NBAZ - Warrant Clearing Account	Check	1063951	04/04/2018	Accounts Payable	NAVAJO WESTERNERS	31.02
Open	NBAZ - Warrant Clearing Account	Check	1063952	04/04/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	660.69
Open	NBAZ - Warrant Clearing Account	Check	1063953	04/04/2018	Accounts Payable	NEWMAN, TEDDY MILES	150.00
Open	NBAZ - Warrant Clearing Account	Check	1063954	04/04/2018	Accounts Payable	NEWMAN SIGNS INC	510.35
Open	NBAZ - Warrant Clearing Account	Check	1063955	04/04/2018	Accounts Payable	NEZ, FLORA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063956	04/04/2018	Accounts Payable	NICHOLS, WYATT W	150.00
Open	NBAZ - Warrant Clearing Account	Check	1063957	04/04/2018	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	850.00
Open	NBAZ - Warrant Clearing Account	Check	1063958	04/04/2018	Accounts Payable	NORTHLAND PIONEER COLLEGE	80.00
Open	NBAZ - Warrant Clearing Account	Check	1063959	04/04/2018	Accounts Payable	OFFICE DEPOT	1,275.14
Open	NBAZ - Warrant Clearing Account	Check	1063960	04/04/2018	Accounts Payable	OVERDRIVE INC	3,221.47
Open	NBAZ - Warrant Clearing Account	Check	1063961	04/04/2018	Accounts Payable	PADILLA, DEBBIE L	499.52
Open	NBAZ - Warrant Clearing Account	Check	1063962	04/04/2018	Accounts Payable	PARRACK (HIGH COUNTRY AWARDS), BRIAN K	259.60
Open	NBAZ - Warrant Clearing Account	Check	1063963	04/04/2018	Accounts Payable	PATTERSON, DENNIELLE	150.00
Open	NBAZ - Warrant Clearing Account	Check	1063964	04/04/2018	Accounts Payable	PATTERSON, RYAN N	370.40
Open	NBAZ - Warrant Clearing Account	Check	1063965	04/04/2018	Accounts Payable	PEA, TANYA	45.64
Open	NBAZ - Warrant Clearing Account	Check	1063966	04/04/2018	Accounts Payable	PERFECT PRINTZ LLC	533.17
Open	NBAZ - Warrant Clearing Account	Check	1063967	04/04/2018	Accounts Payable	PINE NEEDLE EMBROIDERY	505.81
Open	NBAZ - Warrant Clearing Account	Check	1063968	04/04/2018	Accounts Payable	PITNEY BOWES	166.43
Open	NBAZ - Warrant Clearing Account	Check	1063969	04/04/2018	Accounts Payable	POWERLINE TECHNOLOGIES INC	4,180.82
Open	NBAZ - Warrant Clearing Account	Check	1063970	04/04/2018	Accounts Payable	PRESCOTT RESORT & CONFERENCE CTR	318.78
Open	NBAZ - Warrant Clearing Account	Check	1063971	04/04/2018	Accounts Payable	PRESCOTT RESORT & CONFERENCE CTR	318.78
Open	NBAZ - Warrant Clearing Account	Check	1063972	04/04/2018	Accounts Payable	PRESCOTT RESORT & CONFERENCE CTR	318.78
Open	NBAZ - Warrant Clearing Account	Check	1063973	04/04/2018	Accounts Payable	PRO PETROLEUM	16,798.20
Open	NBAZ - Warrant Clearing Account	Check	1063974	04/04/2018	Accounts Payable	PROFORCE LAW ENFORCEMENT	8,461.21
Open	NBAZ - Warrant Clearing Account	Check	1063975	04/04/2018	Accounts Payable	PTS OF AMERICA LLC	1,417.50
Open	NBAZ - Warrant Clearing Account	Check	1063976	04/04/2018	Accounts Payable	QUALITY READY MIX INC	1,241.42

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1063977	04/04/2018	Accounts Payable	QUILL CORP	2,124.67
Open	NBAZ - Warrant Clearing Account	Check	1063978	04/04/2018	Accounts Payable	RICOH USA INC	39.99
Open	NBAZ - Warrant Clearing Account	Check	1063979	04/04/2018	Accounts Payable	RIMROCK	53.36
Open	NBAZ - Warrant Clearing Account	Check	1063980	04/04/2018	Accounts Payable	ROMERO, ANGELA C	961.92
Open	NBAZ - Warrant Clearing Account	Check	1063981	04/04/2018	Accounts Payable	ROMERO, DAVID JULIAN	654.10
Open	NBAZ - Warrant Clearing Account	Check	1063982	04/04/2018	Accounts Payable	ROUND VALLEY ELKS BOOSTER CLUB LLC	500.00
Open	NBAZ - Warrant Clearing Account	Check	1063983	04/04/2018	Accounts Payable	RUPP, ALEXANDRA NICOLA A	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063984	04/04/2018	Accounts Payable	RUSH TRUCK CENTER	1,836.46
Open	NBAZ - Warrant Clearing Account	Check	1063985	04/04/2018	Accounts Payable	S & S SELF STORAGE	94.00
Open	NBAZ - Warrant Clearing Account	Check	1063986	04/04/2018	Accounts Payable	S R ROBERTS INC	1,462.86
Open	NBAZ - Warrant Clearing Account	Check	1063987	04/04/2018	Accounts Payable	S&S HEART SAVERS INC	380.00
Open	NBAZ - Warrant Clearing Account	Check	1063988	04/04/2018	Accounts Payable	SAFEWAY INC	43.08
Open	NBAZ - Warrant Clearing Account	Check	1063989	04/04/2018	Accounts Payable	SALAZAR, LAURA J	78.00
Open	NBAZ - Warrant Clearing Account	Check	1063990	04/04/2018	Accounts Payable	SANDOVAL, PATRICK J	96.39
Open	NBAZ - Warrant Clearing Account	Check	1063991	04/04/2018	Accounts Payable	SCRUGGS, JOHN	97.00
Open	NBAZ - Warrant Clearing Account	Check	1063992	04/04/2018	Accounts Payable	SHAMLEY, JOHN DOYEL	546.19
Open	NBAZ - Warrant Clearing Account	Check	1063993	04/04/2018	Accounts Payable	SHEPHERD, ALTON JOE	342.50
Open	NBAZ - Warrant Clearing Account	Check	1063994	04/04/2018	Accounts Payable	SHERRILL, LANNY B	225.00
Open	NBAZ - Warrant Clearing Account	Check	1063995	04/04/2018	Accounts Payable	SHERWIN-WILLIAMS	228.77
Open	NBAZ - Warrant Clearing Account	Check	1063996	04/04/2018	Accounts Payable	SHIRLEY, JOE Junior	300.00
Open	NBAZ - Warrant Clearing Account	Check	1063997	04/04/2018	Accounts Payable	SIMPLEXGRINNELL LP	129.00
Open	NBAZ - Warrant Clearing Account	Check	1063998	04/04/2018	Accounts Payable	SIMPLEXGRINNELL LP	164.60
Open	NBAZ - Warrant Clearing Account	Check	1063999	04/04/2018	Accounts Payable	SIMSHAUSER, TRAVIS K	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064000	04/04/2018	Accounts Payable	SKY BLUE HVAC LLC	4,517.00
Open	NBAZ - Warrant Clearing Account	Check	1064001	04/04/2018	Accounts Payable	SMITH, ANASTASIA VICTORIA	609.16
Open	NBAZ - Warrant Clearing Account	Check	1064002	04/04/2018	Accounts Payable	SODERQUIST, JEFF	54.00
Open	NBAZ - Warrant Clearing Account	Check	1064003	04/04/2018	Accounts Payable	SRFAX	66.00
Open	NBAZ - Warrant Clearing Account	Check	1064004	04/04/2018	Accounts Payable	ST JOHNS UNITED DRUG	7.52
Open	NBAZ - Warrant Clearing Account	Check	1064005	04/04/2018	Accounts Payable	STALLINGS, YVONNE (BONNIE) L	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064006	04/04/2018	Accounts Payable	STAPLES CREDIT PLAN	1,601.37
Open	NBAZ - Warrant Clearing Account	Check	1064007	04/04/2018	Accounts Payable	STRADLING, CHERYL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064008	04/04/2018	Accounts Payable	STRADLING, REED D	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064009	04/04/2018	Accounts Payable	STRADLING-COLLINS, SUEAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064010	04/04/2018	Accounts Payable	STRAND, RYAN S	310.84
Open	NBAZ - Warrant Clearing Account	Check	1064011	04/04/2018	Accounts Payable	SWIETANSKI, DAVID B	310.84
Open	NBAZ - Warrant Clearing Account	Check	1064012	04/04/2018	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	393.95
Open	NBAZ - Warrant Clearing Account	Check	1064013	04/04/2018	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1064014	04/04/2018	Accounts Payable	THE POUR STATION	157.50
Open	NBAZ - Warrant Clearing Account	Check	1064015	04/04/2018	Accounts Payable	THOMAS, JEREL	308.69
Open	NBAZ - Warrant Clearing Account	Check	1064016	04/04/2018	Accounts Payable	TJP COMMUNICATIONS	551.39
Open	NBAZ - Warrant Clearing Account	Check	1064017	04/04/2018	Accounts Payable	TRINITY SERVICES GROUP INC	14,510.15
Open	NBAZ - Warrant Clearing Account	Check	1064018	04/04/2018	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	1,272.34
Open	NBAZ - Warrant Clearing Account	Check	1064019	04/04/2018	Accounts Payable	UDALL, SHERWOOD BOWEN	215.58
Open	NBAZ - Warrant Clearing Account	Check	1064020	04/04/2018	Accounts Payable	UNIFIRST CORPORATION	61.65

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1064021	04/04/2018	Accounts Payable	US POSTMASTER	1.77
Open	NBAZ - Warrant Clearing Account	Check	1064022	04/04/2018	Accounts Payable	UTE MOUNTAIN CASINO	179.90
Open	NBAZ - Warrant Clearing Account	Check	1064023	04/04/2018	Accounts Payable	VALLEY AUTO PARTS	1,712.96
Open	NBAZ - Warrant Clearing Account	Check	1064024	04/04/2018	Accounts Payable	VERIZON WIRELESS	4,046.42
Open	NBAZ - Warrant Clearing Account	Check	1064025	04/04/2018	Accounts Payable	WAITE , DELANA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064026	04/04/2018	Accounts Payable	WALKER, VERLYN DEAN	60.00
Open	NBAZ - Warrant Clearing Account	Check	1064027	04/04/2018	Accounts Payable	WASTE MANAGEMENT OF AZ	39.21
Open	NBAZ - Warrant Clearing Account	Check	1064028	04/04/2018	Accounts Payable	WAUNEKA, EDISON JAMES	215.58
Open	NBAZ - Warrant Clearing Account	Check	1064029	04/04/2018	Accounts Payable	WESTERN DRUG COMPANY	63.22
Open	NBAZ - Warrant Clearing Account	Check	1064030	04/04/2018	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	149.92
Open	NBAZ - Warrant Clearing Account	Check	1064031	04/04/2018	Accounts Payable	WOOD, ANTONIA	87.26
Open	NBAZ - Warrant Clearing Account	Check	1064032	04/04/2018	Accounts Payable	WOODLAND BUILDING CENTER	3,186.96
Open	NBAZ - Warrant Clearing Account	Check	1064033	04/04/2018	Accounts Payable	WRIGHT EXPRESS FSC	2,170.34
Open	NBAZ - Warrant Clearing Account	Check	1064034	04/04/2018	Accounts Payable	X DIAMOND RANCH	25.00
Open	NBAZ - Warrant Clearing Account	Check	1064035	04/04/2018	Accounts Payable	XEROX CORP	14.51
Open	NBAZ - Warrant Clearing Account	Check	1064036	04/04/2018	Accounts Payable	YOUNG, JOSEPH	1,025.46
Open	NBAZ - Warrant Clearing Account	Check	1064037	04/04/2018	Accounts Payable	YOUNGS FUTURE TIRE	346.49
Open	NBAZ - Warrant Clearing Account	Check	1064038	04/04/2018	Accounts Payable	ZHELEV, IVAN D	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064039	04/04/2018	Accounts Payable	PARKS, BETH	153.00
Open	NBAZ - Warrant Clearing Account	Check	1064040	04/05/2018	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	125.00
Open	NBAZ - Warrant Clearing Account	Check	1064041	04/05/2018	Accounts Payable	JAKE ROBBINS and CABINA SIERRA LLC	6,480.00
Open	NBAZ - Warrant Clearing Account	Check	1064043	04/10/2018	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	41.01
Open	NBAZ - Warrant Clearing Account	Check	1064044	04/11/2018	Accounts Payable	A-1 AUTO RECYCLERS	799.22
Open	NBAZ - Warrant Clearing Account	Check	1064045	04/11/2018	Accounts Payable	ALPINE WATER AND SANITARY	93.99
Open	NBAZ - Warrant Clearing Account	Check	1064046	04/11/2018	Accounts Payable	ALSCO INC	169.55
Open	NBAZ - Warrant Clearing Account	Check	1064047	04/11/2018	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	251.19
Open	NBAZ - Warrant Clearing Account	Check	1064048	04/11/2018	Accounts Payable	AMERICAN PROBATION & PAROLE ASSOCIATION	550.00
Open	NBAZ - Warrant Clearing Account	Check	1064049	04/11/2018	Accounts Payable	AMIGO CHEVROLET	212.61
Open	NBAZ - Warrant Clearing Account	Check	1064050	04/11/2018	Accounts Payable	ANDA INC	136.50
Open	NBAZ - Warrant Clearing Account	Check	1064051	04/11/2018	Accounts Payable	ANDERSON, CHARLI A	195.12
Open	NBAZ - Warrant Clearing Account	Check	1064052	04/11/2018	Accounts Payable	APACHE COUNTY	360.82
Open	NBAZ - Warrant Clearing Account	Check	1064053	04/11/2018	Accounts Payable	APACHE COUNTY FAIR	100.00
Open	NBAZ - Warrant Clearing Account	Check	1064054	04/11/2018	Accounts Payable	APACHE COUNTY FAIR	100.00
Open	NBAZ - Warrant Clearing Account	Check	1064055	04/11/2018	Accounts Payable	ARIZONA LOCAL HEALTH OFFICERS ORGANIZATION	600.00
Open	NBAZ - Warrant Clearing Account	Check	1064056	04/11/2018	Accounts Payable	ASHTONS REPAIR INC	120.00
Open	NBAZ - Warrant Clearing Account	Check	1064057	04/11/2018	Accounts Payable	ASPEN TIRE & OIL	36.48
Open	NBAZ - Warrant Clearing Account	Check	1064058	04/11/2018	Accounts Payable	AT&T	42.17
Open	NBAZ - Warrant Clearing Account	Check	1064059	04/11/2018	Accounts Payable	AT&T MOBILITY	115.61
Open	NBAZ - Warrant Clearing Account	Check	1064060	04/11/2018	Accounts Payable	AZ DEPT OF CORRECTIONS	105.00
Open	NBAZ - Warrant Clearing Account	Check	1064061	04/11/2018	Accounts Payable	AZ DEPT OF HEALTH SERVICES	133.02
Open	NBAZ - Warrant Clearing Account	Check	1064062	04/11/2018	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	561.41
Open	NBAZ - Warrant Clearing Account	Check	1064063	04/11/2018	Accounts Payable	AZ SECRETARY OF STATE	486.67
Open	NBAZ - Warrant Clearing Account	Check	1064064	04/11/2018	Accounts Payable	BACK TO LIFE INC	5,040.00
Open	NBAZ - Warrant Clearing Account	Check	1064065	04/11/2018	Accounts Payable	BALLARD TRUSS LLC	884.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1064066	04/11/2018	Accounts Payable	BANK OF THE WEST	62.46
Open	NBAZ - Warrant Clearing Account	Check	1064067	04/11/2018	Accounts Payable	BASHAS' CORPORATE OFFICE	587.03
Open	NBAZ - Warrant Clearing Account	Check	1064068	04/11/2018	Accounts Payable	BAST, ELLEN RAE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064069	04/11/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	254.13
Open	NBAZ - Warrant Clearing Account	Check	1064070	04/11/2018	Accounts Payable	BEGAY, MARLEITA	260.72
Open	NBAZ - Warrant Clearing Account	Check	1064071	04/11/2018	Accounts Payable	BEGAY, SARAH MAE	570.00
Open	NBAZ - Warrant Clearing Account	Check	1064072	04/11/2018	Accounts Payable	BI2 TECHNOLOGIES LLC	11,758.00
Open	NBAZ - Warrant Clearing Account	Check	1064073	04/11/2018	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	368.25
Open	NBAZ - Warrant Clearing Account	Check	1064074	04/11/2018	Accounts Payable	BLACK DIAMOND AUTO GLASS II	168.65
Open	NBAZ - Warrant Clearing Account	Check	1064075	04/11/2018	Accounts Payable	BLAIR, RICHARD A	136.46
Open	NBAZ - Warrant Clearing Account	Check	1064076	04/11/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	4,696.33
Open	NBAZ - Warrant Clearing Account	Check	1064077	04/11/2018	Accounts Payable	BOWMAN, GLORIA	397.33
Open	NBAZ - Warrant Clearing Account	Check	1064078	04/11/2018	Accounts Payable	BUBANY LUMBER AND HARDWARE	2,175.22
Open	NBAZ - Warrant Clearing Account	Check	1064079	04/11/2018	Accounts Payable	BULWARK EXTERMINATING LLC	250.00
Open	NBAZ - Warrant Clearing Account	Check	1064080	04/11/2018	Accounts Payable	BUSBY, WICHITAW R	16.90
Open	NBAZ - Warrant Clearing Account	Check	1064081	04/11/2018	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	291.13
Open	NBAZ - Warrant Clearing Account	Check	1064082	04/11/2018	Accounts Payable	CDW GOVERNMENT LLC	271.65
Open	NBAZ - Warrant Clearing Account	Check	1064083	04/11/2018	Accounts Payable	CELLULAR ONE NE AZ	814.68
Open	NBAZ - Warrant Clearing Account	Check	1064084	04/11/2018	Accounts Payable	CENGAGE LEARNING INC	100.06
Open	NBAZ - Warrant Clearing Account	Check	1064085	04/11/2018	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	135.00
Open	NBAZ - Warrant Clearing Account	Check	1064086	04/11/2018	Accounts Payable	CMS COMMUNICATIONS INC	185.54
Open	NBAZ - Warrant Clearing Account	Check	1064087	04/11/2018	Accounts Payable	CONCHO SUPPLY LLC	115.10
Open	NBAZ - Warrant Clearing Account	Check	1064088	04/11/2018	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	2,233.50
Open	NBAZ - Warrant Clearing Account	Check	1064089	04/11/2018	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1064090	04/11/2018	Accounts Payable	COVEY, JOSHUA T	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064091	04/11/2018	Accounts Payable	CURTIS, JOSHUA T	435.70
Open	NBAZ - Warrant Clearing Account	Check	1064092	04/11/2018	Accounts Payable	CYTOCHECK LABORATORY LLC	32.46
Open	NBAZ - Warrant Clearing Account	Check	1064093	04/11/2018	Accounts Payable	DAHOZY, RODGER	490.54
Open	NBAZ - Warrant Clearing Account	Check	1064094	04/11/2018	Accounts Payable	DAVIS, CANDICE D	30.00
Open	NBAZ - Warrant Clearing Account	Check	1064095	04/11/2018	Accounts Payable	DAVIS TRUE VALUE HARDWARE	26.16
Open	NBAZ - Warrant Clearing Account	Check	1064096	04/11/2018	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	106.28
Open	NBAZ - Warrant Clearing Account	Check	1064097	04/11/2018	Accounts Payable	DEDMAN, JOSEPH Junior	394.00
Open	NBAZ - Warrant Clearing Account	Check	1064098	04/11/2018	Accounts Payable	DELL COMPUTER CORPORATION	592.93
Open	NBAZ - Warrant Clearing Account	Check	1064099	04/11/2018	Accounts Payable	DIAZ, CECILIA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064100	04/11/2018	Accounts Payable	DINEH OPTICAL	160.00
Open	NBAZ - Warrant Clearing Account	Check	1064101	04/11/2018	Accounts Payable	DISH NETWORK	135.47
Open	NBAZ - Warrant Clearing Account	Check	1064102	04/11/2018	Accounts Payable	DISH NETWORK	68.48
Open	NBAZ - Warrant Clearing Account	Check	1064103	04/11/2018	Accounts Payable	DOUBLE RADIUS	442.96
Open	NBAZ - Warrant Clearing Account	Check	1064104	04/11/2018	Accounts Payable	EMPIRE MACHINERY	495.42
Open	NBAZ - Warrant Clearing Account	Check	1064105	04/11/2018	Accounts Payable	FERRELLGAS	1,937.77
Open	NBAZ - Warrant Clearing Account	Check	1064106	04/11/2018	Accounts Payable	FLEET PRIDE	297.69
Open	NBAZ - Warrant Clearing Account	Check	1064107	04/11/2018	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	152.93
Open	NBAZ - Warrant Clearing Account	Check	1064108	04/11/2018	Accounts Payable	FRONTIER	173.97
Open	NBAZ - Warrant Clearing Account	Check	1064109	04/11/2018	Accounts Payable	FRONTIER	217.32

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1064110	04/11/2018	Accounts Payable	FRONTIER	178.16
Open	NBAZ - Warrant Clearing Account	Check	1064111	04/11/2018	Accounts Payable	FRONTIER	115.91
Open	NBAZ - Warrant Clearing Account	Check	1064112	04/11/2018	Accounts Payable	FRONTIER	167.89
Open	NBAZ - Warrant Clearing Account	Check	1064113	04/11/2018	Accounts Payable	FRONTIER	123.95
Open	NBAZ - Warrant Clearing Account	Check	1064114	04/11/2018	Accounts Payable	FRONTIER	169.52
Open	NBAZ - Warrant Clearing Account	Check	1064115	04/11/2018	Accounts Payable	FRONTIER	167.90
Open	NBAZ - Warrant Clearing Account	Check	1064116	04/11/2018	Accounts Payable	FRONTIER	172.27
Open	NBAZ - Warrant Clearing Account	Check	1064117	04/11/2018	Accounts Payable	FRONTIER	201.69
Open	NBAZ - Warrant Clearing Account	Check	1064118	04/11/2018	Accounts Payable	FRONTIER	845.75
Open	NBAZ - Warrant Clearing Account	Check	1064119	04/11/2018	Accounts Payable	FRONTIER	158.45
Open	NBAZ - Warrant Clearing Account	Check	1064120	04/11/2018	Accounts Payable	FRONTIER	102.34
Open	NBAZ - Warrant Clearing Account	Check	1064121	04/11/2018	Accounts Payable	GALL'S INC	1,303.83
Open	NBAZ - Warrant Clearing Account	Check	1064122	04/11/2018	Accounts Payable	GALLUP CUSTOM TINTING	649.65
Open	NBAZ - Warrant Clearing Account	Check	1064123	04/11/2018	Accounts Payable	GALLUP LUMBER & SUPPLY	122.63
Open	NBAZ - Warrant Clearing Account	Check	1064124	04/11/2018	Accounts Payable	GALLUP WATER WORKS	56.00
Open	NBAZ - Warrant Clearing Account	Check	1064125	04/11/2018	Accounts Payable	GARCIA JR., RUBEN C	128.94
Open	NBAZ - Warrant Clearing Account	Check	1064126	04/11/2018	Accounts Payable	GOLIGHTLY TIRE	2,236.74
Open	NBAZ - Warrant Clearing Account	Check	1064127	04/11/2018	Accounts Payable	GOODYEAR AUTO SERVICE	104.25
Open	NBAZ - Warrant Clearing Account	Check	1064128	04/11/2018	Accounts Payable	GRAVES PROPANE CO INC	1,357.76
Open	NBAZ - Warrant Clearing Account	Check	1064129	04/11/2018	Accounts Payable	HATCH CONSTRUCTION	2,275.51
Open	NBAZ - Warrant Clearing Account	Check	1064130	04/11/2018	Accounts Payable	HAUSER, JIM	830.00
Open	NBAZ - Warrant Clearing Account	Check	1064131	04/11/2018	Accounts Payable	HIGHWAY INTERDICTION TRAINING SPECIALISTS INC	500.00
Open	NBAZ - Warrant Clearing Account	Check	1064132	04/11/2018	Accounts Payable	HILL AZ GROCERY STORE	60.21
Open	NBAZ - Warrant Clearing Account	Check	1064133	04/11/2018	Accounts Payable	HILL AZ GROCERY STORE	33.93
Open	NBAZ - Warrant Clearing Account	Check	1064134	04/11/2018	Accounts Payable	HILLYARD/FLAGSTAFF	982.57
Open	NBAZ - Warrant Clearing Account	Check	1064135	04/11/2018	Accounts Payable	HOME DEPOT	420.95
Open	NBAZ - Warrant Clearing Account	Check	1064136	04/11/2018	Accounts Payable	HORNE AUTO CENTER INC	372.08
Open	NBAZ - Warrant Clearing Account	Check	1064137	04/11/2018	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	275.00
Open	NBAZ - Warrant Clearing Account	Check	1064138	04/11/2018	Accounts Payable	HOUNSHELL, BRIAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064139	04/11/2018	Accounts Payable	IKARD & NEWSOM	495.20
Open	NBAZ - Warrant Clearing Account	Check	1064140	04/11/2018	Accounts Payable	IMPACT TELECOM	96.79
Open	NBAZ - Warrant Clearing Account	Check	1064141	04/11/2018	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	250.88
Open	NBAZ - Warrant Clearing Account	Check	1064142	04/11/2018	Accounts Payable	IYUA, BERNICE	280.00
Open	NBAZ - Warrant Clearing Account	Check	1064143	04/11/2018	Accounts Payable	KACHINA GATEWAY SALES & SERVICE	223.50
Open	NBAZ - Warrant Clearing Account	Check	1064144	04/11/2018	Accounts Payable	KIS AANI CATERING SERVICE	525.00
Open	NBAZ - Warrant Clearing Account	Check	1064145	04/11/2018	Accounts Payable	KONICA MINOLTA	84.82
Open	NBAZ - Warrant Clearing Account	Check	1064146	04/11/2018	Accounts Payable	LANGUAGE LINE SERVICES INC	85.93
Open	NBAZ - Warrant Clearing Account	Check	1064147	04/11/2018	Accounts Payable	LATHAM, MICHAEL	105.63
Open	NBAZ - Warrant Clearing Account	Check	1064148	04/11/2018	Accounts Payable	LEE, VIRGINIA	132.15
Open	NBAZ - Warrant Clearing Account	Check	1064149	04/11/2018	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	2,718.18
Open	NBAZ - Warrant Clearing Account	Check	1064150	04/11/2018	Accounts Payable	LIVCO WATER & SEWER COMPANY	76.62
Open	NBAZ - Warrant Clearing Account	Check	1064151	04/11/2018	Accounts Payable	LOGSDON, SHAWNA RENE	464.72
Open	NBAZ - Warrant Clearing Account	Check	1064152	04/11/2018	Accounts Payable	LOWES HOME CENTERS INC	1,038.71
Open	NBAZ - Warrant Clearing Account	Check	1064153	04/11/2018	Accounts Payable	LUPTON CHAPTER	150.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1064154	04/11/2018	Accounts Payable	MADRID, MICHAEL E	776.93
Open	NBAZ - Warrant Clearing Account	Check	1064155	04/11/2018	Accounts Payable	MATHEW D MOORE DC INC	90.00
Open	NBAZ - Warrant Clearing Account	Check	1064156	04/11/2018	Accounts Payable	MISSION UNIFORM & LINEN	215.73
Open	NBAZ - Warrant Clearing Account	Check	1064157	04/11/2018	Accounts Payable	MOORE , ALANE M	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064158	04/11/2018	Accounts Payable	MOORE LAW FIRM PLLC	1,615.00
Open	NBAZ - Warrant Clearing Account	Check	1064159	04/11/2018	Accounts Payable	NATIONAL NOTARY ASSOCIATION	164.00
Open	NBAZ - Warrant Clearing Account	Check	1064160	04/11/2018	Accounts Payable	NAVAJO SANITATION INC	37.80
Open	NBAZ - Warrant Clearing Account	Check	1064161	04/11/2018	Accounts Payable	NAVAJO TRACTOR SALES INC	809.96
Open	NBAZ - Warrant Clearing Account	Check	1064162	04/11/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,514.30
Open	NBAZ - Warrant Clearing Account	Check	1064163	04/11/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	153.14
Open	NBAZ - Warrant Clearing Account	Check	1064164	04/11/2018	Accounts Payable	NAVAJO WESTERNERS	18.45
Open	NBAZ - Warrant Clearing Account	Check	1064165	04/11/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	221.79
Open	NBAZ - Warrant Clearing Account	Check	1064166	04/11/2018	Accounts Payable	NIELSON, DALE P	48.06
Open	NBAZ - Warrant Clearing Account	Check	1064167	04/11/2018	Accounts Payable	OCLC INC	76.35
Open	NBAZ - Warrant Clearing Account	Check	1064168	04/11/2018	Accounts Payable	OCLC INC	36.00
Open	NBAZ - Warrant Clearing Account	Check	1064169	04/11/2018	Accounts Payable	OFFICE DEPOT	123.22
Open	NBAZ - Warrant Clearing Account	Check	1064170	04/11/2018	Accounts Payable	OTERO, MARY ELLEN D	64.32
Open	NBAZ - Warrant Clearing Account	Check	1064171	04/11/2018	Accounts Payable	OVERDRIVE INC	93.98
Open	NBAZ - Warrant Clearing Account	Check	1064172	04/11/2018	Accounts Payable	PABLO'S UPHOLSTERY & SUPPLIES	385.00
Open	NBAZ - Warrant Clearing Account	Check	1064173	04/11/2018	Accounts Payable	PACIFIC PONDEROSA CO INC	1,340.14
Open	NBAZ - Warrant Clearing Account	Check	1064174	04/11/2018	Accounts Payable	PATTERSON, DENNIELLE	20.93
Open	NBAZ - Warrant Clearing Account	Check	1064175	04/11/2018	Accounts Payable	PATTERSON, RYAN N	421.25
Open	NBAZ - Warrant Clearing Account	Check	1064176	04/11/2018	Accounts Payable	PEA, TANYA	23.66
Open	NBAZ - Warrant Clearing Account	Check	1064177	04/11/2018	Accounts Payable	PENA, KERRY	705.60
Open	NBAZ - Warrant Clearing Account	Check	1064178	04/11/2018	Accounts Payable	PENWORTHY COMPANY	128.65
Open	NBAZ - Warrant Clearing Account	Check	1064179	04/11/2018	Accounts Payable	PERFECT PRINTZ LLC	931.67
Open	NBAZ - Warrant Clearing Account	Check	1064180	04/11/2018	Accounts Payable	PLATT DDS, RANDOLPH	206.00
Open	NBAZ - Warrant Clearing Account	Check	1064181	04/11/2018	Accounts Payable	QUALITY CARQUEST	220.10
Open	NBAZ - Warrant Clearing Account	Check	1064182	04/11/2018	Accounts Payable	QUILL CORP	2,494.33
Open	NBAZ - Warrant Clearing Account	Check	1064183	04/11/2018	Accounts Payable	QUINN, NANCY	62.69
Open	NBAZ - Warrant Clearing Account	Check	1064184	04/11/2018	Accounts Payable	REST UR RUMP	231.84
Open	NBAZ - Warrant Clearing Account	Check	1064185	04/11/2018	Accounts Payable	RICOH USA INC	362.46
Open	NBAZ - Warrant Clearing Account	Check	1064186	04/11/2018	Accounts Payable	RIGGS ELLSWORTH & PORTER PLC	60.50
Open	NBAZ - Warrant Clearing Account	Check	1064187	04/11/2018	Accounts Payable	RIMROCK	34.16
Open	NBAZ - Warrant Clearing Account	Check	1064188	04/11/2018	Accounts Payable	RUSH TRUCK CENTER	337.78
Open	NBAZ - Warrant Clearing Account	Check	1064189	04/11/2018	Accounts Payable	S&S HEART SAVERS INC	31.00
Open	NBAZ - Warrant Clearing Account	Check	1064190	04/11/2018	Accounts Payable	SATCOM GLOBAL INC	175.04
Open	NBAZ - Warrant Clearing Account	Check	1064191	04/11/2018	Accounts Payable	SCHIFF, LAURENCE	1,200.00
Open	NBAZ - Warrant Clearing Account	Check	1064192	04/11/2018	Accounts Payable	SCHINDLER ELEVATOR CORPORATION	920.90
Open	NBAZ - Warrant Clearing Account	Check	1064193	04/11/2018	Accounts Payable	SECURUS TECHNOLOGIES INC	2,754.00
Open	NBAZ - Warrant Clearing Account	Check	1064194	04/11/2018	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	216.44
Open	NBAZ - Warrant Clearing Account	Check	1064195	04/11/2018	Accounts Payable	SIERRA PROPANE	994.78
Open	NBAZ - Warrant Clearing Account	Check	1064196	04/11/2018	Accounts Payable	SMITH, ANASTASIA VICTORIA	985.20
Open	NBAZ - Warrant Clearing Account	Check	1064197	04/11/2018	Accounts Payable	SPARKLETTS WATER	140.25

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1064198	04/11/2018	Accounts Payable	SPEEDY SALES AND SERVICE	813.75
Open	NBAZ - Warrant Clearing Account	Check	1064199	04/11/2018	Accounts Payable	ST JOHNS CITY	1,313.75
Open	NBAZ - Warrant Clearing Account	Check	1064200	04/11/2018	Accounts Payable	STALLINGS, YVONNE (BONNIE) L	670.32
Open	NBAZ - Warrant Clearing Account	Check	1064201	04/11/2018	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	40.00
Open	NBAZ - Warrant Clearing Account	Check	1064202	04/11/2018	Accounts Payable	STOVER, DENNIS	129.00
Open	NBAZ - Warrant Clearing Account	Check	1064203	04/11/2018	Accounts Payable	SUN GLASS LLC	90.00
Open	NBAZ - Warrant Clearing Account	Check	1064204	04/11/2018	Accounts Payable	SUN RIDGE SYSTEMS, INC	14,620.00
Open	NBAZ - Warrant Clearing Account	Check	1064205	04/11/2018	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	866.87
Open	NBAZ - Warrant Clearing Account	Check	1064206	04/11/2018	Accounts Payable	THE LIBRARY STORE INC	843.60
Open	NBAZ - Warrant Clearing Account	Check	1064207	04/11/2018	Accounts Payable	THE POUR STATION	45.00
Open	NBAZ - Warrant Clearing Account	Check	1064208	04/11/2018	Accounts Payable	THE UNIVERSITY OF ARIZONA	6,250.00
Open	NBAZ - Warrant Clearing Account	Check	1064209	04/11/2018	Accounts Payable	THOMSON REUTERS WEST	867.60
Open	NBAZ - Warrant Clearing Account	Check	1064210	04/11/2018	Accounts Payable	TJP COMMUNICATIONS	630.04
Open	NBAZ - Warrant Clearing Account	Check	1064211	04/11/2018	Accounts Payable	TOWN OF EAGAR	602.34
Open	NBAZ - Warrant Clearing Account	Check	1064212	04/11/2018	Accounts Payable	TOWN OF SPRINGERVILLE	163.48
Open	NBAZ - Warrant Clearing Account	Check	1064213	04/11/2018	Accounts Payable	TRACTOR SUPPLY CO	110.41
Open	NBAZ - Warrant Clearing Account	Check	1064214	04/11/2018	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS	25.00
Open	NBAZ - Warrant Clearing Account	Check	1064215	04/11/2018	Accounts Payable	TSO, KENDRA A	7.29
Open	NBAZ - Warrant Clearing Account	Check	1064216	04/11/2018	Accounts Payable	ULIBARRI, CHERYL L	1,366.48
Open	NBAZ - Warrant Clearing Account	Check	1064217	04/11/2018	Accounts Payable	UNIFIRST CORPORATION	90.01
Open	NBAZ - Warrant Clearing Account	Check	1064218	04/11/2018	Accounts Payable	US POSTMASTER	9.44
Open	NBAZ - Warrant Clearing Account	Check	1064219	04/11/2018	Accounts Payable	VALLEY AUTO PARTS	1,305.16
Open	NBAZ - Warrant Clearing Account	Check	1064220	04/11/2018	Accounts Payable	VERIZON WIRELESS	1,243.87
Open	NBAZ - Warrant Clearing Account	Check	1064221	04/11/2018	Accounts Payable	WAL-MART COMMUNITY	41.18
Open	NBAZ - Warrant Clearing Account	Check	1064222	04/11/2018	Accounts Payable	WALKER, CARLA	588.63
Open	NBAZ - Warrant Clearing Account	Check	1064223	04/11/2018	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	186.66
Open	NBAZ - Warrant Clearing Account	Check	1064224	04/11/2018	Accounts Payable	WHITING, GARRET LEE	1,952.72
Open	NBAZ - Warrant Clearing Account	Check	1064225	04/11/2018	Accounts Payable	WHITING, MICHAEL B	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064226	04/11/2018	Accounts Payable	WILKINS, TAMMI JO	499.72
Open	NBAZ - Warrant Clearing Account	Check	1064227	04/11/2018	Accounts Payable	WILSON INVESTIGATIVE SERVICES	513.33
Open	NBAZ - Warrant Clearing Account	Check	1064228	04/11/2018	Accounts Payable	WOOD, ANTONIA	227.26
Open	NBAZ - Warrant Clearing Account	Check	1064229	04/11/2018	Accounts Payable	WOODLAND BUILDING CENTER	153.94
Open	NBAZ - Warrant Clearing Account	Check	1064230	04/11/2018	Accounts Payable	XEROX CORP	376.82
Open	NBAZ - Warrant Clearing Account	Check	1064231	04/11/2018	Accounts Payable	REDACTED	170.00
Open	NBAZ - Warrant Clearing Account	Check	1064232	04/11/2018	Accounts Payable	YELLOWHORSE, DARON	40.22
Open	NBAZ - Warrant Clearing Account	Check	1064233	04/11/2018	Accounts Payable	YOUNG, JOSEPH	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064234	04/11/2018	Accounts Payable	YOUNGS FUTURE TIRE	692.88
Open	NBAZ - Warrant Clearing Account	Check	1064235	04/17/2018	Accounts Payable	UNIVERSITY OF ARIZONA FOUNDATION	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1064274	04/17/2018	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	986.03
Open	NBAZ - Warrant Clearing Account	Check	1064275	04/17/2018	Accounts Payable	APACHE COUNTY FSA	235.21
Open	NBAZ - Warrant Clearing Account	Check	1064276	04/17/2018	Accounts Payable	APACHE COUNTY HSA	3,425.40
Open	NBAZ - Warrant Clearing Account	Check	1064277	04/17/2018	Accounts Payable	APACHE COUNTY MEDICAL	166,071.48
Open	NBAZ - Warrant Clearing Account	Check	1064278	04/17/2018	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	136,912.34
Open	NBAZ - Warrant Clearing Account	Check	1064279	04/17/2018	Accounts Payable	ASRS LEGACY EORP	1,101.84

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1064280	04/17/2018	Accounts Payable	AZ DEPT OF REVENUE	53.08
Open	NBAZ - Warrant Clearing Account	Check	1064281	04/17/2018	Accounts Payable	AZ STATE RETIREMENT SYSTEM	100,444.20
Open	NBAZ - Warrant Clearing Account	Check	1064282	04/17/2018	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1064283	04/17/2018	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,230.54
Open	NBAZ - Warrant Clearing Account	Check	1064284	04/17/2018	Accounts Payable	CORRECTIONS OFFICER RET PLAN	8,214.96
Open	NBAZ - Warrant Clearing Account	Check	1064285	04/17/2018	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,239.57
Open	NBAZ - Warrant Clearing Account	Check	1064286	04/17/2018	Accounts Payable	EODCRS DISABILITY	18.42
Open	NBAZ - Warrant Clearing Account	Check	1064287	04/17/2018	Accounts Payable	EORP LEGACY	1,288.26
Open	NBAZ - Warrant Clearing Account	Check	1064288	04/17/2018	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1064289	04/17/2018	Accounts Payable	HJ VENTURES LLC	203.95
Open	NBAZ - Warrant Clearing Account	Check	1064290	04/17/2018	Accounts Payable	NATIONWIDE	930.00
Open	NBAZ - Warrant Clearing Account	Check	1064291	04/17/2018	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,030.62
Open	NBAZ - Warrant Clearing Account	Check	1064292	04/17/2018	Accounts Payable	NATIONWIDE TRUST FSB	786.53
Open	NBAZ - Warrant Clearing Account	Check	1064293	04/17/2018	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
Open	NBAZ - Warrant Clearing Account	Check	1064294	04/17/2018	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	7,616.75
Open	NBAZ - Warrant Clearing Account	Check	1064295	04/17/2018	Accounts Payable	PUBLIC SAFETY SHERIFF RET	38,136.76
Open	NBAZ - Warrant Clearing Account	Check	1064296	04/17/2018	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1064297	04/17/2018	Accounts Payable	SECURITY BENEFIT GROUP	1,535.00
Open	NBAZ - Warrant Clearing Account	Check	1064298	04/17/2018	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,738.39
Open	NBAZ - Warrant Clearing Account	Check	1064299	04/18/2018	Accounts Payable	24 HOUR GAS-N-GO	1.74
Open	NBAZ - Warrant Clearing Account	Check	1064300	04/18/2018	Accounts Payable	4IMPRINT	495.61
Open	NBAZ - Warrant Clearing Account	Check	1064301	04/18/2018	Accounts Payable	ALLEGRA	641.43
Open	NBAZ - Warrant Clearing Account	Check	1064302	04/18/2018	Accounts Payable	ALLY FINANCIAL	102,040.20
Open	NBAZ - Warrant Clearing Account	Check	1064303	04/18/2018	Accounts Payable	ALPINE WATER AND SANITARY	69.33
Open	NBAZ - Warrant Clearing Account	Check	1064304	04/18/2018	Accounts Payable	ALSCO INC	526.82
Open	NBAZ - Warrant Clearing Account	Check	1064305	04/18/2018	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	772.29
Open	NBAZ - Warrant Clearing Account	Check	1064306	04/18/2018	Accounts Payable	AMIGO CHEVROLET	448.15
Open	NBAZ - Warrant Clearing Account	Check	1064307	04/18/2018	Accounts Payable	APACHE COUNTY	39.93
Open	NBAZ - Warrant Clearing Account	Check	1064308	04/18/2018	Accounts Payable	ARIZONA BUILDING OFFICIALS	750.00
Open	NBAZ - Warrant Clearing Account	Check	1064309	04/18/2018	Accounts Payable	ASHTONS REPAIR INC	50.00
Open	NBAZ - Warrant Clearing Account	Check	1064310	04/18/2018	Accounts Payable	AUDIOLOGY INC	50.00
Open	NBAZ - Warrant Clearing Account	Check	1064311	04/18/2018	Accounts Payable	AZ ASSN OF COUNTIES	350.00
Open	NBAZ - Warrant Clearing Account	Check	1064312	04/18/2018	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	65,984.58
Open	NBAZ - Warrant Clearing Account	Check	1064313	04/18/2018	Accounts Payable	AZ DEPT OF CORRECTIONS	224.28
Open	NBAZ - Warrant Clearing Account	Check	1064314	04/18/2018	Accounts Payable	BALDWIN, YOLANDA	72.00
Open	NBAZ - Warrant Clearing Account	Check	1064315	04/18/2018	Accounts Payable	BAUMAN HOME AND AUTO INC	1,365.74
Open	NBAZ - Warrant Clearing Account	Check	1064316	04/18/2018	Accounts Payable	BAZURTO, MALENA GENEVIEVE	200.00
Open	NBAZ - Warrant Clearing Account	Check	1064317	04/18/2018	Accounts Payable	BEGAY, SARAH MAE	355.00
Open	NBAZ - Warrant Clearing Account	Check	1064318	04/18/2018	Accounts Payable	BEGAY, TALIBAH	600.00
Open	NBAZ - Warrant Clearing Account	Check	1064319	04/18/2018	Accounts Payable	BENALLY, CAROLYN	93.96
Open	NBAZ - Warrant Clearing Account	Check	1064320	04/18/2018	Accounts Payable	BLUE HILLS ENVIRONMENTAL	345.89
Open	NBAZ - Warrant Clearing Account	Check	1064321	04/18/2018	Accounts Payable	BODIE, SHANE LEO	69.00
Open	NBAZ - Warrant Clearing Account	Check	1064322	04/18/2018	Accounts Payable	BRADCO	23,955.13
Open	NBAZ - Warrant Clearing Account	Check	1064323	04/18/2018	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1064324	04/18/2018	Accounts Payable	BRIARWOOD PRODUCTS LLC	772.64
Open	NBAZ - Warrant Clearing Account	Check	1064325	04/18/2018	Accounts Payable	BRIDES AUTO CENTER	21.03
Open	NBAZ - Warrant Clearing Account	Check	1064326	04/18/2018	Accounts Payable	BULWARK EXTERMINATING LLC	605.00
Open	NBAZ - Warrant Clearing Account	Check	1064327	04/18/2018	Accounts Payable	CELLULAR ONE NE AZ	276.05
Open	NBAZ - Warrant Clearing Account	Check	1064328	04/18/2018	Accounts Payable	CENGAGE LEARNING INC	24.69
Open	NBAZ - Warrant Clearing Account	Check	1064329	04/18/2018	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	Check	1064330	04/18/2018	Accounts Payable	CENTRAL ARIZONA SUPPLY	1,584.26
Open	NBAZ - Warrant Clearing Account	Check	1064331	04/18/2018	Accounts Payable	CIRIVELLO, MICHAEL V	416.00
Open	NBAZ - Warrant Clearing Account	Check	1064332	04/18/2018	Accounts Payable	COOK'S CORRECTIONAL	61.26
Open	NBAZ - Warrant Clearing Account	Check	1064333	04/18/2018	Accounts Payable	CORNFIELDS CHAPTER	310.80
Open	NBAZ - Warrant Clearing Account	Check	1064334	04/18/2018	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	1,139.22
Open	NBAZ - Warrant Clearing Account	Check	1064335	04/18/2018	Accounts Payable	CZARNYSZKA, TROY D	883.55
Open	NBAZ - Warrant Clearing Account	Check	1064336	04/18/2018	Accounts Payable	DIAMOND DRUGS INC	2,539.69
Open	NBAZ - Warrant Clearing Account	Check	1064337	04/18/2018	Accounts Payable	DISH NETWORK	177.25
Open	NBAZ - Warrant Clearing Account	Check	1064338	04/18/2018	Accounts Payable	EARL, HELENE J	72.00
Open	NBAZ - Warrant Clearing Account	Check	1064339	04/18/2018	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	4,227.63
Open	NBAZ - Warrant Clearing Account	Check	1064340	04/18/2018	Accounts Payable	EMPIRE MACHINERY	3,903.86
Open	NBAZ - Warrant Clearing Account	Check	1064341	04/18/2018	Accounts Payable	ERAD GROUP INC	268.00
Open	NBAZ - Warrant Clearing Account	Check	1064342	04/18/2018	Accounts Payable	ERHART, ANNA COLETTE	124.24
Open	NBAZ - Warrant Clearing Account	Check	1064343	04/18/2018	Accounts Payable	FLEET PRIDE	986.35
Open	NBAZ - Warrant Clearing Account	Check	1064344	04/18/2018	Accounts Payable	FODERA, DORIS A	88.00
Open	NBAZ - Warrant Clearing Account	Check	1064345	04/18/2018	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	421.73
Open	NBAZ - Warrant Clearing Account	Check	1064346	04/18/2018	Accounts Payable	FRONTIER	76.99
Open	NBAZ - Warrant Clearing Account	Check	1064347	04/18/2018	Accounts Payable	FRONTIER	70.49
Open	NBAZ - Warrant Clearing Account	Check	1064348	04/18/2018	Accounts Payable	FRONTIER	74.63
Open	NBAZ - Warrant Clearing Account	Check	1064349	04/18/2018	Accounts Payable	FRONTIER	184.50
Open	NBAZ - Warrant Clearing Account	Check	1064350	04/18/2018	Accounts Payable	FRONTIER	162.80
Open	NBAZ - Warrant Clearing Account	Check	1064351	04/18/2018	Accounts Payable	FRONTIER	213.11
Open	NBAZ - Warrant Clearing Account	Check	1064352	04/18/2018	Accounts Payable	FRONTIER	154.25
Open	NBAZ - Warrant Clearing Account	Check	1064353	04/18/2018	Accounts Payable	FRONTIER	155.56
Open	NBAZ - Warrant Clearing Account	Check	1064354	04/18/2018	Accounts Payable	FRONTIER	150.37
Open	NBAZ - Warrant Clearing Account	Check	1064355	04/18/2018	Accounts Payable	GALL'S INC	289.97
Open	NBAZ - Warrant Clearing Account	Check	1064356	04/18/2018	Accounts Payable	GALLUP CUSTOM TINTING	287.03
Open	NBAZ - Warrant Clearing Account	Check	1064357	04/18/2018	Accounts Payable	GALLUP LUMBER & SUPPLY	69.99
Open	NBAZ - Warrant Clearing Account	Check	1064358	04/18/2018	Accounts Payable	GLAXO SMITHKLINE PHARMACY	435.50
Open	NBAZ - Warrant Clearing Account	Check	1064359	04/18/2018	Accounts Payable	GOLIGHTLY TIRE	1,075.91
Open	NBAZ - Warrant Clearing Account	Check	1064360	04/18/2018	Accounts Payable	GRAVES PROPANE CO INC	129.12
Open	NBAZ - Warrant Clearing Account	Check	1064361	04/18/2018	Accounts Payable	GREER, YVETTE L	300.00
Open	NBAZ - Warrant Clearing Account	Check	1064362	04/18/2018	Accounts Payable	GREER COMMUNITY FACILITIES	814.34
Open	NBAZ - Warrant Clearing Account	Check	1064363	04/18/2018	Accounts Payable	GURNEE, MISTY M	333.60
Open	NBAZ - Warrant Clearing Account	Check	1064364	04/18/2018	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1064365	04/18/2018	Accounts Payable	HENSON, AMANDA	477.77
Open	NBAZ - Warrant Clearing Account	Check	1064366	04/18/2018	Accounts Payable	HIGH COUNTRY PROPANE	1,349.91
Open	NBAZ - Warrant Clearing Account	Check	1064367	04/18/2018	Accounts Payable	HILL, PATRICIA	39.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1064368	04/18/2018	Accounts Payable	HILL AZ GROCERY STORE	46.47
Open	NBAZ - Warrant Clearing Account	Check	1064369	04/18/2018	Accounts Payable	HILLYARD/FLAGSTAFF	2,003.69
Open	NBAZ - Warrant Clearing Account	Check	1064370	04/18/2018	Accounts Payable	HOME DEPOT	1,260.69
Open	NBAZ - Warrant Clearing Account	Check	1064371	04/18/2018	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	890.16
Open	NBAZ - Warrant Clearing Account	Check	1064372	04/18/2018	Accounts Payable	IKARD & NEWSOM	230.40
Open	NBAZ - Warrant Clearing Account	Check	1064373	04/18/2018	Accounts Payable	INGRAM LIBRARY SERVICES	2,220.21
Open	NBAZ - Warrant Clearing Account	Check	1064374	04/18/2018	Accounts Payable	JAMESON, MICHELLE	239.05
Open	NBAZ - Warrant Clearing Account	Check	1064375	04/18/2018	Accounts Payable	JONES SKELTON & HOCHULI PLC	537.50
Open	NBAZ - Warrant Clearing Account	Check	1064376	04/18/2018	Accounts Payable	KARPEL COMPUTER SYSTEMS INC	5,400.00
Open	NBAZ - Warrant Clearing Account	Check	1064377	04/18/2018	Accounts Payable	KONICA MINOLTA	459.58
Open	NBAZ - Warrant Clearing Account	Check	1064378	04/18/2018	Accounts Payable	KTNN RADIO STATION	1,785.00
Open	NBAZ - Warrant Clearing Account	Check	1064379	04/18/2018	Accounts Payable	LAW OFFICE OF DIRK LEGATE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1064380	04/18/2018	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	167.27
Open	NBAZ - Warrant Clearing Account	Check	1064381	04/18/2018	Accounts Payable	LEWIS, FRANCES O	72.00
Open	NBAZ - Warrant Clearing Account	Check	1064382	04/18/2018	Accounts Payable	MCCARTHY, CHRIS	10.35
Open	NBAZ - Warrant Clearing Account	Check	1064383	04/18/2018	Accounts Payable	MOORE MEDICAL LLC	587.21
Open	NBAZ - Warrant Clearing Account	Check	1064384	04/18/2018	Accounts Payable	NATIONAL BUSINESS FURNITURE	2,417.31
Open	NBAZ - Warrant Clearing Account	Check	1064385	04/18/2018	Accounts Payable	NATIONAL JUDGES ASSOCIATION	275.00
Open	NBAZ - Warrant Clearing Account	Check	1064386	04/18/2018	Accounts Payable	NATIONAL PETROLEUM EQUIPMENT	4,026.50
Open	NBAZ - Warrant Clearing Account	Check	1064387	04/18/2018	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	375.00
Open	NBAZ - Warrant Clearing Account	Check	1064388	04/18/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	297.07
Open	NBAZ - Warrant Clearing Account	Check	1064389	04/18/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,205.71
Open	NBAZ - Warrant Clearing Account	Check	1064390	04/18/2018	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,615.49
Open	NBAZ - Warrant Clearing Account	Check	1064391	04/18/2018	Accounts Payable	NAVAJO WESTERNERS	382.54
Open	NBAZ - Warrant Clearing Account	Check	1064392	04/18/2018	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	18,552.56
Open	NBAZ - Warrant Clearing Account	Check	1064393	04/18/2018	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	44.00
Open	NBAZ - Warrant Clearing Account	Check	1064394	04/18/2018	Accounts Payable	NIKOLAUS, MYRNA L	29.44
Open	NBAZ - Warrant Clearing Account	Check	1064395	04/18/2018	Accounts Payable	OCTOPUS CAR WASH INC	12.45
Open	NBAZ - Warrant Clearing Account	Check	1064396	04/18/2018	Accounts Payable	ONEIL PRINTING INC	13,000.00
Open	NBAZ - Warrant Clearing Account	Check	1064397	04/18/2018	Accounts Payable	OVERDRIVE INC	600.86
Open	NBAZ - Warrant Clearing Account	Check	1064398	04/18/2018	Accounts Payable	PADILLA, DAVID J	83.00
Open	NBAZ - Warrant Clearing Account	Check	1064399	04/18/2018	Accounts Payable	PADILLA, DEBBIE L	250.72
Open	NBAZ - Warrant Clearing Account	Check	1064400	04/18/2018	Accounts Payable	PAGE STEEL	61.11
Open	NBAZ - Warrant Clearing Account	Check	1064401	04/18/2018	Accounts Payable	PATTERSON, DANA BRYCE	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1064402	04/18/2018	Accounts Payable	PATTERSON, DENNIELLE	29.32
Open	NBAZ - Warrant Clearing Account	Check	1064403	04/18/2018	Accounts Payable	PATTERSON, RYAN N	396.04
Open	NBAZ - Warrant Clearing Account	Check	1064404	04/18/2018	Accounts Payable	PERFECT PRINTZ LLC	258.13
Open	NBAZ - Warrant Clearing Account	Check	1064405	04/18/2018	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	393.60
Open	NBAZ - Warrant Clearing Account	Check	1064406	04/18/2018	Accounts Payable	PICO'S IRRIGATION & LANDSCAPE	220.80
Open	NBAZ - Warrant Clearing Account	Check	1064407	04/18/2018	Accounts Payable	PIMA COUNTY MEDICAL	2,300.00
Open	NBAZ - Warrant Clearing Account	Check	1064408	04/18/2018	Accounts Payable	PITNEY BOWES	129.81
Open	NBAZ - Warrant Clearing Account	Check	1064409	04/18/2018	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	8,000.00
Open	NBAZ - Warrant Clearing Account	Check	1064410	04/18/2018	Accounts Payable	PLATT DDS, RANDOLPH	403.00
Open	NBAZ - Warrant Clearing Account	Check	1064411	04/18/2018	Accounts Payable	PREMIUM PROPANE LLC	146.49

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1064412	04/18/2018	Accounts Payable	PRO PETROLEUM	38,747.52
Open	NBAZ - Warrant Clearing Account	Check	1064413	04/18/2018	Accounts Payable	PTS OF AMERICA LLC	916.50
Open	NBAZ - Warrant Clearing Account	Check	1064414	04/18/2018	Accounts Payable	QUILL CORP	3,649.97
Open	NBAZ - Warrant Clearing Account	Check	1064415	04/18/2018	Accounts Payable	QUINN, NANCY	72.00
Open	NBAZ - Warrant Clearing Account	Check	1064416	04/18/2018	Accounts Payable	RACHER'S OFFICE EQUIPMENT	367.79
Open	NBAZ - Warrant Clearing Account	Check	1064417	04/18/2018	Accounts Payable	RDO EQUIPMENT CO	16.85
Open	NBAZ - Warrant Clearing Account	Check	1064418	04/18/2018	Accounts Payable	RDO EQUIPMENT CO	998.91
Open	NBAZ - Warrant Clearing Account	Check	1064419	04/18/2018	Accounts Payable	RIM COUNTRY MECHANICAL	1,350.00
Open	NBAZ - Warrant Clearing Account	Check	1064420	04/18/2018	Accounts Payable	RL'S A-1 AUTO BODY SHOP	1,343.16
Open	NBAZ - Warrant Clearing Account	Check	1064421	04/18/2018	Accounts Payable	SAFETY KLEEN	373.74
Open	NBAZ - Warrant Clearing Account	Check	1064422	04/18/2018	Accounts Payable	SAFEWAY INC	26.22
Open	NBAZ - Warrant Clearing Account	Check	1064423	04/18/2018	Accounts Payable	SALAZAR, LAURA J	88.00
Open	NBAZ - Warrant Clearing Account	Check	1064424	04/18/2018	Accounts Payable	SANCHEZ, IRENE	88.00
Open	NBAZ - Warrant Clearing Account	Check	1064425	04/18/2018	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	Check	1064426	04/18/2018	Accounts Payable	SANDOVAL, PATRICK J	154.74
Open	NBAZ - Warrant Clearing Account	Check	1064427	04/18/2018	Accounts Payable	SCRUGGS, JOHN	83.00
Open	NBAZ - Warrant Clearing Account	Check	1064428	04/18/2018	Accounts Payable	SECURUS TECHNOLOGIES INC	971.07
Open	NBAZ - Warrant Clearing Account	Check	1064429	04/18/2018	Accounts Payable	SIERRA PROPANE	2,396.30
Open	NBAZ - Warrant Clearing Account	Check	1064430	04/18/2018	Accounts Payable	SIMPLEXGRINNELL LP	444.25
Open	NBAZ - Warrant Clearing Account	Check	1064431	04/18/2018	Accounts Payable	SLOAN, TERRIE J	315.93
Open	NBAZ - Warrant Clearing Account	Check	1064432	04/18/2018	Accounts Payable	SONORA QUEST LABORATORIES	107.15
Open	NBAZ - Warrant Clearing Account	Check	1064433	04/18/2018	Accounts Payable	SPARKLETTS WATER	22.05
Open	NBAZ - Warrant Clearing Account	Check	1064434	04/18/2018	Accounts Payable	SPEEDY SALES AND SERVICE	15,897.00
Open	NBAZ - Warrant Clearing Account	Check	1064435	04/18/2018	Accounts Payable	ST JOHNS CITY	77.75
Open	NBAZ - Warrant Clearing Account	Check	1064436	04/18/2018	Accounts Payable	ST JOHNS EMERGENCY SERVICES	671.39
Open	NBAZ - Warrant Clearing Account	Check	1064437	04/18/2018	Accounts Payable	ST JOHNS GLASS	317.36
Open	NBAZ - Warrant Clearing Account	Check	1064438	04/18/2018	Accounts Payable	STAUFFER, MONICA	207.80
Open	NBAZ - Warrant Clearing Account	Check	1064439	04/18/2018	Accounts Payable	SUMMIT EQUIPMENT REPAIR	2,085.61
Open	NBAZ - Warrant Clearing Account	Check	1064440	04/18/2018	Accounts Payable	SWEETLANDS COMPLETE AUTO	7,440.83
Open	NBAZ - Warrant Clearing Account	Check	1064441	04/18/2018	Accounts Payable	THOMSON REUTERS WEST	3,496.52
Open	NBAZ - Warrant Clearing Account	Check	1064442	04/18/2018	Accounts Payable	TIFCO INDUSTRIES	863.70
Open	NBAZ - Warrant Clearing Account	Check	1064443	04/18/2018	Accounts Payable	TOHONNIE, JOE Junior	600.00
Open	NBAZ - Warrant Clearing Account	Check	1064444	04/18/2018	Accounts Payable	TOWERING HOUSE EVENT SERVICES LLC	1,023.75
Open	NBAZ - Warrant Clearing Account	Check	1064445	04/18/2018	Accounts Payable	UNIFIRST CORPORATION	189.58
Open	NBAZ - Warrant Clearing Account	Check	1064446	04/18/2018	Accounts Payable	US POSTMASTER	2.36
Open	NBAZ - Warrant Clearing Account	Check	1064447	04/18/2018	Accounts Payable	US POSTMASTER	1,500.00
Open	NBAZ - Warrant Clearing Account	Check	1064448	04/18/2018	Accounts Payable	VALLEY AUTO PARTS	1,016.26
Open	NBAZ - Warrant Clearing Account	Check	1064449	04/18/2018	Accounts Payable	VERIZON WIRELESS	1,957.42
Open	NBAZ - Warrant Clearing Account	Check	1064450	04/18/2018	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	200.15
Open	NBAZ - Warrant Clearing Account	Check	1064451	04/18/2018	Accounts Payable	WOODLAND BUILDING CENTER	1,020.90
Open	NBAZ - Warrant Clearing Account	Check	1064452	04/18/2018	Accounts Payable	YELLOWHORSE, JAY	441.36
Open	NBAZ - Warrant Clearing Account	Check	1064453	04/18/2018	Accounts Payable	YOUNGS FUTURE TIRE	625.81
Open	NBAZ - Warrant Clearing Account	Check	1064454	04/19/2018	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1064455	04/19/2018	Accounts Payable	AZ DEPT OF REVENUE	2,747.11

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1064456	04/19/2018	Accounts Payable	BILTMORE PRO PRINT	7,732.86
Open	NBAZ - Warrant Clearing Account	Check	1064457	04/19/2018	Accounts Payable	CLYDE, VICTOR J	485.35

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

Approval of the minutes dated April 3, 2018 and April 17, 2018 and April 19, 2018.

BOS Meeting Date Requested May 1, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: N/A

Signature

Finance Review: N/A

Signature

Human Resources Review: N/A

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Approved by the BOS Oct. 20, 2015

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
April 3, 2018
Ganado Road Yard Conference Room
Highway 264 Mile Marker 446.8
Ganado, Arizona

Present were: Chairman Alton Joe Shepherd, Vice Chairman Doyel Shamley and Supervisor Joe Shirley, Jr. Also present, County Manager/Clerk of the Board Ryan Patterson, County Attorney Michael Whiting and Chief Deputy Attorney Joe Young.

Chairman Shepherd called to order the Board of Supervisors meeting at 8:35 a.m. MST in the Ganado Road Yard Conference Room, Highway 264 Mile Marker 446.8 Ganado, Arizona and welcomed all in attendance.

Gabriel Freeland gave the invocation.

Gil Arviso led the Pledge of Allegiance

Chairman Shepherd called for the Public Health Services District item.

Chris Sexton, Health Director, submitted the Clinical Services Quarterly update for October 2017 through December 2017. No action was required.

Mr. Shirley moved to adjourn the Public Health Services District meetings, seconded by Mr. Shamley. Vote was unanimous.

Chairman Shepherd called for the Library District item.

Suean Stradling-Collins, Library Director, requested approval of an amendment to the meeting room policy of the libraries and would read: The conference rooms may not be used for activities for which a fee is charged, for any commercial enterprise (except for authors, historians, and speakers based on scheduling availability and not to exceed 10 hours a month). Mrs. Stradling stated no admission fees may be solicited or collected by the library. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Shirley moved to adjourn the Library District meeting, seconded by Mr. Shamley. Vote was unanimous.

Chairman Shepherd called for the regular agenda items.

Native American Beef Marketing: Kimberly Yazzie and Bill Inman, Padres Mesa Demonstration Ranch held a presentation highlighting the Native American beef industry developments. No action was needed or taken.

Mr. Patterson presented the Consent Agenda A-K and recommended approval. **Mr. Shamley moved approval, seconded by Mr. Shirley.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between March 6, 2018 and April 3, 2018. Payee Amount APACHE COUNTY HSA 3,308.74 APACHE COUNTY MEDICAL 161,396.73 APACHE COUNTY TAX WITHHOLDING 136,927.74 ASRS LEGACY EORP 1,101.84 AZ STATE RETIREMENT SYSTEM 100,264.20 COLONIAL LIFE AND ACCIDENT INS 1,230.51 CORRECTIONS OFFICER RET PLAN 7,861.91 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,714.84 EORP LEGACY 1,288.26 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401 7,616.75 PUBLIC SAFETY SHERIFF RET 41,352.52 SECURITY BENEFIT GROUP 1,480.00 SUPPORT PAYMENT CLEARINGHOUSE 1,738.39 ALLEGRA 1,911.19 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,355.40 AMAZON COM INC 1,065.21 AZ STATE RETIREMENT SYSTEM12,432.64 BILTMORE PRO PRINT 2,003.68 BRADCO 2,721.53 BROWN, BAUER K 1,392.80 CEDAR GROVE WATER CO 1,274.56 CRAFCO INC 3,248.19 CRESTLINE SPECIALTIES INC 1,257.34 DH PACE COMPANY INC 3,110.94 EMPIRE MACHINERY 3,757.40 FRONTIER 1,773.09 GOLIGHTLY TIRE 2,417.92 GUARDIAN TACTICAL CONCEPTS LLC 12,615.00 HILLYARD/FLAGSTAFF 1,686.08 IKARD & NEWSOM 2,192.98 LATHAM, MICHAEL 2,302.80 LAWSON PRODUCTS INC 1,000.27 LESUEUR ADVANCE AUTOMOTIVE LLC 5,110.86 NATIONAL ASSOC COUNTY AND CITY HEALTH OFF 1,665.00 NATIONAL BANK OF ARIZONA 1389 1,132.95 NATIONAL BANK OF ARIZONA 0085 3,244.62 NATIONAL BANK OF ARIZONA 0202 1,309.37 NATIONAL BANK OF ARIZONA 0285 1,226.80 NATIONAL BANK OF ARIZONA 0301 1,801.64 NIELSEN WELL DRILLING5,201.54 NORTHLAND PIONEER COLLEGE 370,152.21 PALMER, STORMY L 1,220.49 QUILL CORP 1,932.43 RIGG LAW FIRM PLLC 2,288.61 SANOFI PASTEUR INC 1,867.01 SECURUS TECHNOLOGIES INC 1,001.74 SHI INTERNATIONAL CORP 149,544.05 THE AARONS COMPANY LLC 3,000.00 THE CONTAINER GUY 3,975.00 TRINITY SERVICES GROUP INC 14,889.55 TYLER TECHNOLOGIES INC 3,425.82 ULINE INC 1,482.75 VALLEY AUTO PARTS 1,451.89 VERIZON WIRELESS 1,019.96 WILSON AMPLIFIERS 1,044.99 WOODLAND BUILDING CENTER 6,298.41 WRIGHT EXPRESS FSC 2,948.56 FLAGSTAFF COURTYARD 1,464.55 A & E REPROGRAPHICS 1,998.00 ACE OFFICE FURNITURE 4,172.00 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,572.54 ARCHER MANUFACTURING 2,280.00 ASPHALT ZIPPER INC 4,504.78 AZ STATE UNIVERSITY 3,250.00 AZLGEBT 308,803.14 BILLS DISCOUNT AUTO PARTS (NAPA) 2,522.73 BLUE HILLS ENVIRONMENTAL1,550.91 BRADCO 9,343.60 BREWER LAW OFFICE PLLC 8,717.70 BROWN'S PARTSMASTER\ INC 2,495.48 DIAMOND DRUGS INC 2,701.37 EMPIRE MACHINERY 1,496.63 GRAVES PROPANE CO INC 1,895.49 HAMBLIN LAW OFFICE PLC 8,500.00 HIGH COUNTRY PROPANE 1,457.51 HOME DEPOT 1,923.34 INGRAM LIBRARY SERVICES 2,461.06 ITSECUREONE 4,224.54 J&W SURVEYING 4,515.00 KATHLEEN M MCGUIRE PSY D LLC 2,130.00 KTNN RADIO STATION 1,207.50 LAW OFFICE OF DIRK LEGATE PLLC8,500.00 MOORE LAW FIRM PLLC 1,369.50 NAVAJO TRIBAL UTILITY AUTHORITY 3,637.76 NAVOPACHE ELECTRIC COOPERATIVE 8,805.62 PACIFIC PONDEROSA CO INC 1,007.76 PINAL COUNTY ARIZONA 1,050.00 QUILL CORP5,533.61 ROMERO, DAVID JULIAN 3,936.97 SAFETY KLEEN 1,059.93 SCHIFF, LAURENCE 1,400.00 SENTRY FIRE AND WELDING SUPPLY INC

3,415.68 SIERRA PROPANE 1,730.31 ST JOHNS CITY 1,510.56 ST JOHNS EMERGENCY SERVICES 1,453.31 SUMMIT HEALTHCARE ASSOCIATION INC 6,207.59 THE CONTAINER GUY 3,975.00 APACHE COUNTY HSA 3,308.74 APACHE COUNTY MEDICAL 162,906.73 APACHE COUNTY TAX WITHHOLDING 134,519.73 ASRS LEGACY EORP 1,101.84 AZ STATE RETIREMENT SYSTEM 99,900.03 COLONIAL LIFE AND ACCIDENT INS 1,230.51 CORRECTIONS OFFICER RET PLAN 7,799.12 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,236.31 EORP LEGACY 1,288.26 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401 7,616.75 PUBLIC SAFETY SHERIFF RET 37,228.75 SECURITY BENEFIT GROUP 1,480.00 SUPPORT PAYMENT CLEARINGHOUSE 1,738.39 ADHS AZ HEALTH CARE COST 22,400.00 AMIGO CHEVROLET 2,091.31 AZ DEPT OF REVENUE 1,058.07 BAUMAN HOME AND AUTO INC 1,920.04 BRADCO 27,066.09 CHANGEPOINT INTEGRATED HEALTH 3,300.00 CREATIVE MULTIMEDIA INC (CMI) 7,467.50 ELECTION SYSTEMS AND SOFTWARE 30,484.65 FDC RESCUE PRODUCTS LLC 9,242.29 FRONTIER 1,264.11 FRONTIER4,533.64 HILLYARD/FLAGSTAFF 1,193.68 HOME DEPOT 2,229.33 JCG TECHNOLOGIES INC 1,495.00 MOVIE LICENSING USA 2,057.63 NAPA 2,298.13 NAVAJO TRIBAL UTILITY AUTHORITY 2,296.99 NAVOPACHE ELECTRIC COOPERATIVE 2,381.11 NORTHERN TOOL & EQUIPMENT CO 1,862.19 OMNISOURCE UNITED INC 1,431.68 PABLO'S UPHOLSTERY & SUPPLIES 1,995.00 PATTERSON, DANA BRYCE 8,500.00 PITNEY BOWES 4,032.03 PRO PETROLEUM 17,732.32 QUILL CORP 1,213.86 SECURUS TECHNOLOGIES INC 1,368.41 SIERRA PROPANE 1,816.91 SWEETLANDS COMPLETE AUTO 1,473.29 THOMSON REUTERS WEST 1,345.27 TRAK ENGINEERING INC 16,585.00 VERIZON WIRELESS 1,331.76 BECK'S BILLIARDS 3,683.37 AMAZON CAPITAL SERVICES INC (IT DEPT) 2,088.47 ARIZONA MUSIC PRO INC 5,000.00 AVAYA COMMUNICATIONS 1,603.62 AZ DEPT OF HEALTH SERVICES 2,740.00 AZ SUPREME COURT 1,259.00 AZ SUPREME COURT 1,750.25 BRADCO 2,312.48 CDW GOVERNMENT LLC 6,543.68 CLAW, WILLIAM TULLEY 4,443.00 COURTESY CHEVROLET 25,661.86 DC CONSTRUCTION LLC 1,898.88 DELL COMPUTER CORPORATION 1,776.33 DRAPER, RICHARD P 1,248.00 EMPIRE MACHINERY 7,293.43 GALL'S INC 2,906.49 GOLIGHTLY TIRE 34,739.05 GRAVES PROPANE CO INC 2,981.77 INGRAM LIBRARY SERVICES 3,441.24 LABORATORY CORP OF AMERICA 2,145.64 LATHAM, MICHAEL 1,124.07 LESUEUR ADVANCE AUTOMOTIVE LLC 3,915.89 MULLINS, BRYAN S 1,437.80 NATIONAL BUSINESS FURNITURE 6,205.27 NAVAJO TRACTOR SALES INC 9,750.00 NAVAJO TRIBAL UTILITY AUTHORITY 5,432.49 NAVOPACHE ELECTRIC COOPERATIVE 12,974.93 NORCHEM DRUG TESTING LABORATORY 1,809.05 PTS OF AMERICA LLC2,185.50 QUILL CORP 3,388.12 SECURUS TECHNOLOGIES INC 2,361.91 SHI INTERNATIONAL CORP 4,414.31 ST JOHNS CITY 5,375.80 SUMMIT EQUIPMENT REPAIR 3,151.28 SW ECOLOGY LLC 4,319.04 TASER INTERNATIONAL INC 1,263.02 TSO, EVELYN 1,000.00 TYLER TECHNOLOGIES INC 75,213.29 VERIZON WIRELESS 1,468.13 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,054.09 Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of the minutes dated February 13, 2018, February 26, 2018 and March 6, 2018.C. Request approval of a Proclamation supporting Buena Vista Children's Service, Inc., a non-profit organization for child abuse

prevention. This Proclamation has been approved in previous years. D. Request approval of a Special Event Liquor License application for Terry Fillipi, Alpine Business Association the Alpine Country Blues Festival on June 15 & 16, 2018, located at 42665 Highway 180, Alpine, Arizona. E. Request approval of a Special Event Liquor License application for Wes Myers, American Legion Post 130, for a Memorial Day event on May 28, 2018 at the Concho Valley Lions Club Park, Commercial Drive, Concho, Arizona. F. District II: Request approval of an Intergovernmental Agreement between Navajo Nation and Apache County Amendment No. 2, N-9056 Jeddito (Besh Bi'to') road project. This is a partnership between the Navajo Division of Transportation (NDOT) and Apache County District II. G. Apache County Schools Business Consortium: Submission of the consortium's annual report. H. Notification of a proclamation by Arizona Governor Douglas Ducey, proclaiming April as County Government Month. Personnel Items: I. Recorder's Office: Request approval to extend the temporary employment for Dannee Roan for an additional 180 days. Community Development: J. Request approval to waive the $300 fee for a Temporary Use Permit for Greer Civic Association, a non-profit organization to hold Greer Days, an annual community event in Greer, Arizona on June 8-9, 2018. K. Request approval of a Conditional Use Permit to allow Concho CAN, a non-profit organization, to construct a 3,200 square foot community center to hold various community events. Property is located on the frontage road just north of Sugar Shack, in Concho, Arizona, Parcel 201-30-003D. Planning and Zoning unanimously recommended approval on March 1, 2018 with conditions. Vote was unanimous.

Bowen Udall, Chief Deputy Recorder, requested approval of an Intergovernmental Agreement with the Arizona Secretary of State for participation in the Electronic Registration Information Center (ERIC) system to provide cross state duplicate registration detection and correction. This will assist with helping to maintain more accurate voter registration rolls. Mr. Udall stated the cost for this service is four hundred eighty-six dollars and 67 cents. ($486.67) annually, to be paid from the Recorder's existing budget. **Mr. Shamley moved approval, seconded by Mr. Shirley**. Vote was unanimous.

Bowen Udall, Chief Deputy Recorder, requested approval of an agreement to continue application support for the document recording system named "thecountyrecorder." The new agreement will terminate in 2023. Cost is six thousand, eight hundred eighty dollars ($6,880.00) semi-annually and will be funded from the Recorder's existing budget. **Mr. Shamley moved approval, seconded by Mr. Shirley**. Vote was unanimous.

Bowen Udall, Chief Deputy Recorder, requested approval of an agreement to continue application support for the voter registration system "Power Profile" and the agreement will terminate June 2018. FY18 fees have been waived. **Mr. Shamley moved approval, seconded by Mr. Shirley**. Vote was unanimous.

Judy Bender, Chief Deputy Assessor, requested approval to update the Certified Chief Appraiser job description (range 48) and hire Darren Rasmussen to fill the vacant position with a starting salary of fifty-eight thousand dollars ($58,000). Ms. Bender stated he salary will be funded with existing FY17 budgeted funds. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval of Amendment #1 to the Intergovernmental Agreement (IGA) between Apache County and Navajo Division of Transportation for the inclusion of the C402 Aspen Loop Project. Mr. Crosby stated the amendment details a partnership between Navajo Department of Transportation (NDOT) and Apache County with roles and responsibilities defined. Mr. Crosby stated this amendment to the master IGA was approved between NDOT and Apache County on March 2, 2018 and includes a reimbursement to Apache County for work performed in the amount of six-hundred six thousand, six hundred seventy-nine dollars ($606,679.00). All permits, certifications and clearances have been obtained for this project. **Mr. Shamley moved approval, seconded by Mr. Shirley**. Mr. Shamley thanked Mr. Crosby and District I & II staff in getting this completed. Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval of the update to the Safety Boot and Prescription Eye Protection Program. Mr. Crosby stated the boot policy is currently on a bi-annual basis and experience has shown this is insufficient for the road workers and is recommending an amendment to make the boot policy purchase on an annual basis. Mr. Crosby stated a prescription eye protection program was requested and this new policy will allow for individuals who wear prescription eyewear to receive a reimbursement on the purchase of prescription safety eyewear. **Mr. Shirley moved approval, seconded by Mr. Shamley**. Vote was unanimous.

Supervisor Shamley presented the request for the adoption of the Fair Housing Proclamation and resolution declaring April as Fair Housing Month in Apache County. Mr. Shamley stated this item meets the requirement by Department of Housing for communities receiving CDBG Community Development Block Grant funds. **Mr. Shirley moved approval, seconded by Mr. Shamley**. Vote was unanimous.

FAIR HOUSING PROCLAMATION

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, I Alton Joe Shepherd, Chairman of the Board of Apache County, do proclaim April as Fair Housing Month in Apache County and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

/s/ Alton Joe Shepherd
Signature

Chairman
Title

Signed this 3rd day of April 2018

FAIR HOUSING RESOLUTION
2018-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY ADOPTING A FAIR HOUSING POLICY, MAKING KNOWN ITS COMMITMENT TO THE PRINCIPLE OF FAIR HOUSING, AND DESCRIBING ACTIONS IT SHALL UNDERTAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING.

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE IT RESOLVED THAT the Apache County Board of Supervisors hereby wish all persons living, working, doing business in or traveling through this County to know that:

discrimination in the sale, rental, leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race,

color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of Apache County to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin;

and within available resources Apache County will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap familial status or national origin to seek equity under existing federal and state laws to file a compliant with the Arizona Attorney General's Office or the U.S. Department of Housing and Urban Development; and

that Apache County shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that Apache County shall undertake the following actions to additionally "affirmatively further fair housing:"

Post this Resolution in Apache County Community Buildings.
Make fair housing and housing discrimination information available to the citizens of Apache County.

PASSED AND ADOPTED BY THE APACHE COUNTY BOARD OF SUPERVISORS ON THIS 3rd DAY OF APRIL 2018.

/s/ Alton Joe Shepherd
Chair of the Board of Supervisors

ATTEST:

/s/ Ryan Patterson
County Clerk

APPROVED AS TO FORM:

/s/ Michael Whiting
County Attorney

Mr. Patterson requested approval of a resolution delegating authority for the Clerk of the Board, approval of Special Event Liquor Licenses and Temporary Premises Extension/Patio Permit applications. **Mr. Shirley moved approval, seconded by Mr. Shamley**. Vote was unanimous.

Resolution No 2018-03
A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, DELEGATING AUTHORITY FOR APPROVAL OF SPECIAL EVENT LIQUOR LICENSES, WINE FESTIVAL/WINE FAIR LICENSES AND TEMPORARY PREMESIS EXTENSION/PATIO PERMITS AND ESTABLISHING ADMINISTRATIVE PROCEDURES

WHEREAS, the Board of Supervisors has certain statutory authority and responsibilities for

approval of special event liquor licenses, wine festival licenses, temporary premises extension/patio permits pursuant to§ Arizona Revised Statute §4-203.02; Special Event Licenses, §4-203.03; Wine Festival Licenses, and §4-205.11; Craft Distiller Festival Licenses and associated sections of the Arizona Administrative code, and

WHEREAS, the Arizona Department of Liquor Licenses and Control have issued notice due to the implementation of the Governor's mission to streamline processes for customers for applications within ARS §4-203.02; Special Event Licenses, §4-203.03; Wine Festival Licenses, and §4-205.11; Craft Distiller Festival Licenses, wherein clearly states it must go to the local governing body, but is does not indicate has to be heard by public hearing, and

WHEREAS, the Board of Supervisors determined that it may delegate certain approval functions to designated County officials; and

WHEREAS, the Board wishes to delegate certain authorities and responsibilities to the Clerk of the Board of Supervisors and to establish procedures for such approvals.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby delegates to the Clerk of the Board of Supervisors authority to approve or deny applications for the following licenses or permits subject to policies and procedures set forth below.

Special Event Liquor Licenses and Wine Festival/Wine Fair Licenses

1. An application for a special event liquor license or a wine festival/wine fair license shall be made using the form prescribed by the State of Arizona and in accordance with all applicable state requirements.

2. Notice of the application will be transmitted to the Sheriff, Health Department and Community Development for review and possible additional requirements. Review by those departments shall be completed prior to final review by the Clerk of the Board, who shall consider their comments and recommendations.

3. If the application meets all applicable state requirements and is approved by the Clerk of the Board, the application shall be transmitted to the Arizona Department of Liquor Licenses and Control for review and, if approved by that Department, granting of the license. If the application is denied by the Clerk, the application shall be placed on the Board's agenda for consideration.

4. At the discretion of the Clerk or upon request by any Board member, approval of a permit may be placed on the Board's agenda for consideration. The Board of Supervisors retains the right to require additional provisions or to waive any provisions of this section not otherwise required by state law.

Temporary Extension of Premises/Patio Permits

1. An application for extension of premises/patio permits shall be made using the prescribed by the State of Arizona in accordance with all applicable state requirements.

2. Notice of the application will be transmitted to the Sheriff, Health Department and Community Development for review and possible additional requirements. Review by those departments shall be completed prior to final review by the Clerk of the Board, who shall consider their comments and recommendations.

3. If the application meets all applicable state requirements and is approved by the Clerk of the Board, the application shall be transmitted to the Arizona Department of Liquor Licenses and Control for review and, if approved by that Department, granting of the license. If the application is denied by the Clerk, the application shall be placed on the Board's agenda for consideration.

4. At the discretion of the Clerk or upon request by any Board member, or the applicant, approval of a permit may be placed on the Board's agenda for consideration. The Board of Supervisors retains the right to require additional provisions or to waive any provisions of this section not otherwise required by state law.

APPROVED AND ADOPTED this 3rd day of April 2018, by the Apache County Board of Supervisors.

ATTEST:

/s/ Alton Joe Shepherd
Chairman of the Board

/s/ Ryan Patterson
Clerk of the Board

APPROVED AS TO FORM:

/s/ Michael Whiting
County Attorney

Mr. Patterson requested the item for the possible approval of an agreement between Apache County and the Round Valley Rodeo Committee for an event at the Round Valley Rodeo Grounds be tabled. **Mr. Shamley moved to table the item, seconded by Mr. Shirley**. Vote was unanimous to table the item.

Mr. Patterson requested authorization to re-elect the following individual to the Apache County Industrial Development Authority: John Lang - term to expire March 2024. **Mr. Shirley moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Mr. Patterson, pursuant to ARS §42-12052, possible approval of properties to be reclassified due to the 2018 Property Tax Classification appeals. Mr. Patterson stated the Apache County Assessor's Office is recommending all twenty-two (22) appeals be granted as requested by the applicants. **Mr. Shamley moved approval, seconded by Mr. Shirley**. Vote was unanimous.

Mr. Patterson requested approval of the renewal of the contract with Johnson Appraisal to conduct the Board of Equalization hearings, effective May 1, 2018 through April 30, 2020. **Mr. Shirley moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Mr. Patterson requested approval to appoint Ryan Patterson to serve on the Arizona Counties Insurance Pool Board of Trustees and Ferrin Crosby as the alternate. **Mr. Shirley moved approval, seconded by Mr. Shamley.** Vote was unanimous.

County Attorney Whiting presented the item following a possible executive session for legal advice pursuant to A.R.S. 38-431.03 (A)(3), possible discussion and/or action regarding a Notice of Claim -Jake Robbins concerning a road abandonment. Mr. Shamley stated he sees no reason for an executive session. Mr. Whiting provided an overview of the road abandonment issue and recommended approval of the settlement **Mr. Shirley moved approval, seconded by Mr. Shamley**. Vote was unanimous.

Mr. Patterson presented notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

- Eastern Arizona Counties Association on April 18, 2018 at 3:00 p.m. at the County Supervisors Association (CSA) building, 1905 West Washington Street in Phoenix.

- Small Counties Forum meeting on April 18, 2018 at 5:30 p.m. at the CSA building, 1905 West Washington Street in Phoenix.

- County Supervisors Association meeting on April 19, 2018 at the CSA building, 1905 West Washington Street, in Phoenix at 10:00 a.m.

There was no one wanting to address the Board during call to the public.

Mr. Shirley moved to adjourn the meeting, seconded by Mr. Shamley. Vote was unanimous.

Approved this 1st day of May 2018.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING
April 17, 2018
St. Johns, Arizona

Present were: Chairman Alton Joe Shepherd, Vice Chairman Doyel Shamley and Supervisor Joe Shirley, Jr. County Manager/Clerk of the Board Ryan Patterson and Chief Deputy County Attorney Joe Young.

Due to Mr. Shirley caught in traffic, Chairman Shepherd called to order the Board of Supervisors meeting at 9:15 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Mr. Patterson presented the item for discussion and possible action concerning override election: The Board will discuss which of two Resolutions on file with the Clerk of the Board of Supervisors should be adopted. Introduce, discuss, amend if desired, and act on a resolution requesting the voters to approve a secondary tax levy; and ordering and calling a special override election to be held on November 6, 2018, to authorize a property tax levy that is not within the limitations on property taxation otherwise prescribed by Arizona Revised Statutes Section 42-17051. Mr. Patterson stated the resolutions before the Board are identical except for the amount of either a two million dollar levy with a .30 cent tax rate or a one million dollar levy with a .15 cent tax rate. Chairman Shepherd stated Fred Rosenfeld, special attorney to assist with this item was on his way to the Board meeting but was in an accident. Mr. Patterson stated the law office of Gust Rosenfeld was approved by the county attorney to work with the Board on this issue and Fred Rosenfeld was in a vehicle accident this morning and not able to attend. Mr. Patterson stated the resolution before the Board is for the override election, the county attorney has the authority to identify outside counsel and have identified Gust/Rosenfeld as the firm to assist with this process. Chairman Shepherd stated there are two proposals that were provided to the Board and stated in the past, the county has had two seven -year periods of overrides which ended in 2012 and since then there has not been any tax levy override. Mr. Shirley asked if the special attorney needed to be present today and when the last levy was done, what was the amount. Mr. Patterson stated the levy was set at 3.5 million and a tax rate of about .50 cents. Mr. Patterson stated the proposed amount can be amended as the Board wishes and are significantly under that rate. **Mr. Shirley made the motion to approve the two million override election, seconded by Mr. Shepherd**. Mr. Shamley stated he would have liked to speak with the attorney since he had questions and realized Mr. Rosenfeld was in an accident but has concerns the attorney should be here. Mr. Shamley stated when he spoke with the county attorney he couldn't get any information on the override because the outside attorney was handling everything, so he was waiting to ask Mr. Rosenfeld questions, and has a huge problem not being able to ask any questions. Mr. Shamley stated the certification on the document indicates Mr. Patterson as interim county manager and the documents should be cleaner if we are going to be presenting the public with a tax. Chairman Shepherd asked Joe Young, Chief Deputy County Attorney about the error on the document. Mr. Young stated proper notice has been given and his office is comfortable with the legal notice to the public and the resolutions are legally sufficient and is in compliance with public notice. Mr. Patterson stated the error on interim county manager was discovered and asked that be corrected and have received the corrected forms have been received. Mr. Young stated the Board can choose to adopt one of the resolutions or

amend a different number and approve that as well today, so the options are available to the Board. Chairman Shepherd stated there is a motion to approve the override at two million, which would be a .30 cent on the dollar tax increase. Chairman Shepherd asked Mr. Young if the wording error on interim county manager is an issue. Mr. Young stated the word interim was identified and has since been corrected so the Board is alright to move forward. Mr. Shamley stated if the county manager is going to get updated documents, the Board should also receive those. Mr. Patterson apologized that the updated document was not sent out and will do better in the future. Motion passed 2-1 with Mr. Shamley voting nay.

RESOLUTION NO. 2018 -05

RESOLUTION REQUESTING THE VOTERS OF APACHE COUNTY, ARIZONA TO APPROVE THE LEVY OF TAXES IN EXCESS OF PROPERTY TAX LIMITS; ORDERING AND CALLING AN ELECTION TO BE HELD IN AND FOR APACHE COUNTY, ARIZONA, IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD ON TUESDAY NOVEMBER 6, 2018, TO AUTHORIZE APACHE COUNTY TO LEVY PROPERTY TAXES IN EXCESS OF THE PRIMARY PROPERTY TAX LEVY LIMITS PRESCRIBED IN ARIZONA REVISED STATUTES § 42-17051.

WHEREAS, the Board of Supervisors (the "*Board*") of Apache County, Arizona (the "*County*") believes it to be in the best interest of the County to allow the County to levy taxes in excess of the property tax levy limits prescribed in Arizona Revised Statutes § 42-17051 (the "*Tax Limit Act*"); and

WHEREAS, the levy limit override is needed to provide the items listed in Section 3 below; and

WHEREAS, the qualified electors of the County voting at an election must first approve such override.

THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA:

Section 1. The Board requests that the voters of Apache County, Arizona approve the levy of taxes in excess of the property tax prescribed in A.R.S. § 42-17051. An election (the "*Election*"), pursuant to A.R.S. §42-17201 is hereby ordered to be held on November 6, 2018 in and for Apache County to submit to the qualified electors of the County the question as shown on the official form of ballot attached hereto as a part of *Exhibit A*. The election will be held in conjunction with the statewide general election to be held at the same time and the same polling places.

Section 2. The Election will be held at the voting places shown on *Exhibit B*, attached hereto as *Exhibit B* within the County. However, the county Elections Director may add additional polling places, or alternate polling places, if one or more of the listed polling locations are not available for the election. The polls will open at 6:00 a.m. and close at 7:00 p.m. Early voting will be available as provided by law.

Section 3. The purpose of the Election is to allow the County to levy property taxes in excess of the property tax levy limits otherwise prescribed

by the Tax Limit Act for the purpose of providing additional funding for the following programs and departments:

The Juvenile and the Adult Probation Departments, the Justices of the Peace, the Assessor's Office, the County Attorney's Office, the Finance Department, the Arizona Healthcare Cost Containment System Eligibility Department, Indigent Medical Expenses, the Human Resource Department, the Board of Supervisors, the Administration Department, the Building and Maintenance Department, the Data Processing Department, the Community Development Department, the County Recorder's Office, the County School Superintendent's Office, the County Sheriff's Office, the County Treasurer's Office and the County Elections Department.

None of the override funds may be used for other county purposes.

Section 4. If approved the property tax will be levied beginning in fiscal year 2019-2020 and will be effective for seven years.

Section 5. The maximum dollar amount of additional property tax which may be collected in each fiscal year if the levy is approved is:

Fiscal Year	Amount	Fiscal Year	Amount
2019-2020	$2,000,000	2023-2024	$2,800,000
2020-2021	$2,200,000	2024-2025	$3,000,000
2021-2022	$2,400,000	2025-2026	$3,200,000
2022-2023	$2,600,000		

Section 6. The estimated property tax rate which will be levied to provide $2,000,000 in the first fiscal year (2019-2020) if the voters approve the levy the estimated tax rate will be $0.30 per $100 of Limited Net Assessed Property Value. The Board of Supervisors shall levy the tax in the same manner as property taxes are levied.

Section 7. The Board may use moneys it collects pursuant to this levy only for the purposes stated in Section 3 of this resolution. If an unexpended balance of the moneys so collected remains after satisfying the requirements of this resolution, requesting the approval of the levy, the Board shall use the balance to reduce the property tax levy in the following year. If the balance is in excess of the requirements for the following year or if the authority granted by the voters to collect the taxes pursuant to this resolution expires and is not renewed, the Board shall use the balance to reduce the County property taxes in the following year.

Section 8. The amounts collected pursuant to this resolution shall be deposited in a separate fund in the County Treasury and shall be accounted for separately.

Section 9. Any amounts collected pursuant to this resolution shall not be included in the county's tax levy limitation for any subsequent year as prescribed by A.R.S. § 42-17051 and shall be collected from a levy of secondary

property taxes and are not subject to limitations on taxes prescribed by Article IX, § 18, of the Arizona Constitution.

Section 10. This Board will provide notice of the election by mailing a voter information pamphlet (the "Pamphlet") to the residence of each registered voter within the County. The County Manager shall cause the Pamphlet to be prepared. Not less than thirty-five (35) days before the Election the County Manager shall cause a copy of the Pamphlet to be mailed to each household within the County that contains a registered voter. The County Elections Department shall provide the most current names and addresses as shown on the most recent County voter registration rolls.

Section 11. Notice will also be provided by publishing the Proclamation, Order and Call of Election (the "*Proclamation*") in substantially the form set forth in *Exhibit A* attached hereto, two times, one week apart, not less than ninety (90) days before the election in the official newspaper of the County. Any then known changes of polling place location(s) will be shown in the published proclamation. The Proclamation, Pamphlet Notice of Election and all other notices, instructions, informational pamphlets, sample ballots, early ballots and other matters distributed or made available to the qualified electors shall be translated into Spanish and provision shall also be provided by oral translation of such items into languages that are historically unwritten where appropriate and for distribution of the oral translations. A Notice of Election, in substantially the form of *Exhibit B* attached hereto, shall also be published twice, at least one week apart during the six (6) weeks preceding twenty (20) days before the election. Prior to actual publication of the Notice of Election, the County's Election Director shall list the actual polling places, if there are any changes in such polling places. Additionally, oral announcements in native language shall be made by radio and by leaving copies of the Proclamation, the Notice of Election and the voter information pamphlet at the various Native American meeting places within the County where such notices will be orally announced in the native language.

Section 12. The County Administrator, the County Elections Department, the County Recorder and all County agents and attorneys are ordered and directed to take all actions and do all things necessary and appropriate to cause the Election herein ordered to be held and canvassed.

PASSED, ADOPTED AND APPROVED by the Board of Supervisors of Apache County, Arizona on this 17th day April, 2018.

/s/ Alton Joe Shepherd
Chairman of the Board

ATTEST:

/s/ Ryan N. Patterson
Clerk of the Board

APPROVED AS TO FORM

By: **GUST ROSENFELD, P.L.C.**
/s/ Fred Rosenfeld
Special Attorney

CERTIFICATION

I, Ryan Patterson, the duly appointed County Manager and Clerk of the Board of Supervisors of Apache County, Arizona, do hereby certify that the above and foregoing Resolution No. 2018-05 was duly passed by the Board of Supervisors at a special meeting held on April 17, 2018 and the vote was 2 aye's, 1 nay's,0 abstained and 3 Board Members were present at such meeting.

Clerk
/s/ Ryan N. Patterson

EXHIBIT A

NOTICE

I, ALTON JOE SHEPHERD, THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA DO HEREBY PROCLAIM THAT AN ELECTION WILL BE HELD IN AND FOR APACHE COUNTY, ARIZONA ON TUESDAY, NOVEMBER 6, 2018, AS DESCRIBED IN THE FOLLOWING PROCLAMATION, ORDER AND CALL OF ELECTION.

Dated this 17th day of April 2018

/s/ Alton Joe Shepherd
Chairman, Board of Supervisors

PROCLAMATION, ORDER AND CALL OF ELECTION

To all persons who are, or who may become, qualified electors of Apache County on or before October 9, 2018:

NOTICE IS HEREBY GIVEN THAT AN ELECTION WILL BE HELD IN AND FOR APACHE COUNTY, ARIZONA IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018 AT THE POLLING PLACES SET FORTH BELOW.

At the special election the qualified electors of the County shall vote on the following official ballot:

OFFICIAL BALLOT

QUESTION

Shall Apache County be authorized to levy property taxes of $2,000,000 for fiscal year 2019-20 and increasing by an additional $200,000 in each of the following six fiscal years in excess of the County property tax levy limits otherwise prescribed by A.R.S. § 42-17051?

A yes vote shall have the effect of casting your vote in favor of authorizing Apache County to levy additional property taxes in excess of the County primary property tax levy limits.	☐	Yes
A no vote, shall have the effect of casting your vote against authorizing Apache County to levy additional property taxes in excess of the County property tax levy limits	☐	No

EXHIBIT B

NOTICE OF ELECTION

TO THE QUALIFIED ELECTORS OF APACHE COUNTY, ARIZONA: A special election will be held in Apache County, Arizona, on November 6, 2018, at the following polling places:

Apache County Polling Places Master List- "2018"

Revised 04/03/18

Precinct Name	Polling Location	Physical Address	Post Office Box	City / Town / Place	Phone No.	Fax No.
02 ALPINE	Alpine Community Center	#12 County Road 2061	PO Box 523	Alpine AZ 85920	928-339-4330	N/A
03 CANYON DE CHELLY	Chinle Community Center	US HWY 191	PO Box 587	Chinle AZ 86503	928-674-9481	928-674-9479
05 CHINLE	Chinle Community Center	US HWY 191	PO Box 587	Chinle AZ 86503	928-674-9481	928-674-9479
09 CONCHO	Concho Elementary School	6 County Road 5101	PO Box 200	Concho AZ 85924	928-337-9357	928-337-3582
10 CORNFIELDS	Cornfields Chapter House - Headstart Room	8 mile South of Burnside Junction N15	PO Box 478	Ganado AZ 86505	928-755-5912	928-755-5917
11 COTTONWOOD	Cottonwood Senior Center	Rt 4 Cottonwood Chapter premises	PO Box 1139	Chinle AZ 86503	928-725-3740	928-725-3742
12 CORONADO	Apache County Annex-Pera Gym	75 W. Cleveland	PO Box 428	St. Johns AZ 85936	928-337-7537	928-337-7538
13 DENNEHOTSO	Dennehotso Chapter House	1/2 mile SW of Dennehotso School	PO Box 2301	Dennehotso AZ 86535	928-658-3300	928-658-3304
16 EAGAR	Eagar Town Hall	22 West 2ND Street	PO Box 1300	Eagar AZ 85925	928-333-4128X22	928-333-5140
17 FLAT TOP	Life In Christ Fellowship	11 South Hamblin St.	PO Box 820	Eagar AZ 85925	928-333-5284	N/A
19 FT DEFIANCE	Fort Defiance Chapter House	Navajo Route 112	PO Box 366	Ft. Defiance AZ 86504	928-729-4352	928-729-4353
22 GANADO NORTH	Ganado Uni Sch. Dist. (Fieldhouse)	HWY 264	PO Box 1757	Ganado AZ 86505	928-755-1088	928-755-1042
23 GANADO SOUTH	Ganado Chapter House	Chapter Dr. HWY 264	PO Box 188	Ganado AZ 86505	928-755-5920/21	928-755-5927
25 GREER	Greer Fire House Station	38974 State Route 373	PO Box 242	Greer AZ 85927	928-735-7279	928-735-7325
27 HOUCK	Houck Chapter House	Exit 348	PO Box 127	Houck AZ 86506	928-688-2734	928-688-3068
29 KINLICHEE	Kinlichee Chapter House	8 Miles E of Ganado, 27 miles W. of W/R	PO Box 860	St. Michaels, AZ 86571	928-755-3821	928-755-6364
31 KLAGETOH	Klagetoh Chapter House	15 miles South of State 264 on HWY 191	Unit 42 HC 58 Box 90	Ganado, AZ 86505	928-652-2704	928-652-2701
33 LUKACHUKAI	Lukachukai Chapter House	1/2 Mile S of N12 Mile Post 1	PO Box 248	Lukachukai AZ 86507	928-787-2500	928-787-2332
35 LUPTON	Tsesiani Multipurpose Bldg	I-40 Exit 357 Rt 12	PO Box 403	Lupton AZ 86508	928-688-2128	928-688-3150
37 MCNARY	McNary Community Center	103 S Cady	PO Box 1270	White River, AZ 85930	928-338-4831	928-338-9479
39 MANY FARMS	Many Farms Senior Center	HWY 191 W. of N. Route 59	PO Box 1050	Many Farms AZ 86538	928-781-3605	928-781-3608
41 MEXICAN WATER	Mexican Water Chapter House	HWY 160-BIA Road 5056	HC1 Box 38-1018	Teec Nos Pos, 86514	928-429-0986	928-429-3641
43 NAZLINI	Nazlini Senior Center	500 Yards N of the Nazlini Chapter House within chapter compound	PO Box 7186	Nazlini AZ 86540	928-755-5960	same as phone
45 NUTRIOSO	Nutrioso Community Center	County Rd 2016 #8	PO Box 366	Nutrioso AZ 85932	928-339-4462	None
46 OAK SPRINGS	Oak Springs Chapter House	8 Miles North of Lupton, CH & I-40, Exit 357 11 miles North on N-12	PO Box 486	Window Rock AZ 86515	928-871-6179	928-871-6182
48 PUERCO	Nahata Dzil Commission Governance	Red Sand View Drive	PO Box 400	Sanders AZ 86512	928-688-2150	928-688-2235
51 RED MESA	Red Mesa School Conf. Rm	HWY 160 Mile Post 448	HC 61 Box 40	Teec Nos Pos AZ 86514	928-656-4100	928-656-4106
52 RED VALLEY	Red Valley Chapter House	HWY 491 Route N13 Buffalo Dr. Bldg. R006-001	PO Box 304	Red Valley AZ 86544	928-653-5800	928-653-5803
54 ROCK POINT	Rock Point Senior Center	HWY 191	PO Box 342	Rock Point AZ 86545	928-659-4350	928-659-4356
56 ROUGH ROCK	Rough Rock Chapter House	Hwy 8066	PO Box IHH-Rough Rock	Chinle AZ 86503	928-728-3361	928-728-3362
58 ROUND ROCK	Round Rock Chapter House	1/2 Mile E of Junction 191	PO Box 10	Round Rock AZ 86547	928-787-2511	928-787-2512
59 ROUND VALLEY	High School Auditorium	565 N. Butler St.	PO Box 610 Springerville,AZ 85938	Eagar AZ 85925	928-333-6592	928-333-5625
61 ST JOHNS	Apache County Annex-Pera Gym	75 W. Cleveland	PO Box 428	St. Johns AZ 85936	928-337-7537	928-337-7676

65 ST MICHAELS	St. Michaels Chapter House	Hwy 264 Across IHS Building	PO Box 829	St. Michaels AZ 86511	928-871-7842	928-871-3023
67 SAWMILL	Sawmill Senior Center	Mile Post 14 on N-7 (across from Sawmill Primary School)	PO Box 1786	Ft. Defiance, AZ 86504	928-729-4019	928-729-4286
70 SPRINGERVILLE	Town of Springerville Town Hall	418 East Main Street	418 East Main Street	Springerville AZ 85938	928-333-2656	928-333-3056
74 STEAMBOAT	Steamboat Chapter House	HWY 264, Mile Post 426	PO Box 117	Ganado, AZ 86505	928-736-2631	928-736-2634
76 SWEETWATER	Sweetwater Chapter House	14 Miles S of Red Mesa Store	PO Box 105 Teec Nos Pos AZ 86514	Teec Nos Pos AZ 86514	928-429-0977 or Sweetwaterchapter@hotmail.com	None
78 TACHEE	Blue Gap/Tachee Chapter House	Blue Gap Chapter House	PO Box 4427	Blue Gap AZ 86520	928-349-0507	928-223-7770
80 TEEC NOS POS	Teec Nos Pos Road Yard	HWY 160 Bia School RD # N 5114	PO Box 1952	Teec Nos Pos AZ 86514	928-656-3505	928-656-3506
82 VERNON	Vernon Public Library (Community Ctr)	10 CR 3142	PO Box 600	Vernon AZ 85940	928-532-5005 or 928-337-4923	same as phone or 328-337-3960
84 WHEATFIELDS	Tsaile/Wheatfields Chapter House	Rt. 12 & Rt. 64 - 8 Miles S on Rt. 12	PO Box 667	Tsaile AZ 86556	928-724-2220	928-724-2223
86 WIDE RUINS	Wide Ruins School Modular Building #1317 and 1318	18 Miles N of I-40 on HWY 191	PO Box 309	Chambers AZ 86502	928-652-3251	928-652-3286
88 WINDOW ROCK	Navajo Nation Museum	Hwy 264 and Postal Loop Rd	PO Box 1840	Window Rock AZ 86515	928-871-7941	928-871-7942

The polls will open at 6:00 a.m. and close at 7:00 p.m.

The purpose of the election is to permit the qualified electors of Apache County to vote on authorizing Apache County to levy secondary property taxes in excess of the county primary tax levy limit for the 2019-2020 fiscal year and for six subsequent fiscal years. The county has no override authority at this time.

Any qualified elector is eligible for early voting. Early voting materials may be obtained by contacting the Apache County Elections Department, 75 West Cleveland Street, St. Johns Arizona 85936; telephone (928) 337-7537. For more information about the foregoing, please review A.R.S. §§ 42-17051 and 42-17201.

Publish this Notice of Election at least twice in the official newspaper of the County, at least one week apart during the six calendar weeks preceding twenty days before the election. Additionally, oral announcements shall be made by radio and by leaving copies of this notice of election at the various Native American meeting places within the County that are known to have such notices orally announced in the native language.

Mr. Shamley stated he is requesting the agreement between Apache County and the Round Valley Rodeo Committee for an event at the Round Valley Rodeo Grounds be tabled until the May 1st meeting. Chairman Shepherd tabled the item.

Chairman Shepherd presented the request for District II for approval of a proclamation by Apache County recognizing the importance of the case of Williams vs. Lee. Chairman Shepherd the Navajo Nation has established the 4th Monday as Sovereignty Day and in an effort to carry on the legacy and history of Steamboat Arizona, the hometown of Mr. & Mrs. Williams. Chairman Shepherd stated on Monday, he is kicking off National County Government Week for District II with a short program in Steamboat and requested the Board approve the proclamation to recognize the family. Chairman Shepherd stated the proclamation should be corrected to reflect the 4th Monday not Tuesday of April. Mr. Shamley moved approval with the change to the 4th Monday of April, seconded by Mr. Shirley. Vote was unanimous.

Proclamation 2018
"Williams v. Lee - Sovereignty Day"

WHEREAS, Apache County recognizes that Steamboat, Arizona; hometown of Paul Williams Sr. and his wife, Lorena Williams, residents of Apache County District 2 were the petitioners in the Williams v. Lee, 358 U.S. 217 (1959), landmark case, in which the Supreme Court of the United States, held that the State of Arizona does not have jurisdiction to try a civil case between a non-Indian doing business on a reservation with tribal members who reside on the reservation, the proper jurisdiction for such cases being the tribal court; and,

WHEREAS, Paul Williams Sr. and Lorena Williams persisted through numerous appeals in the state and federal court systems in their effort to affirm the right of Navajo self-government and to reaffirm Navajo Nation sovereignty as recognized in the Navajo Treaty of 1868.; and,

WHEREAS, Williams v. Lee signified the "legal resurgence of Native America in [f]ederal Indian Law and in particular, the renaissance of the Indian sovereignty doctrine, inherent tribal sovereignty.; and,

WHEREAS, the Williams v. Lee case created a bridge between century-old affirmations of the immunity of Indian territories from state jurisdiction and the tribal self-determination policy of the twentieth century. It has been called the first case in the modern era of federal Indian law and is generally assumed to be the product of a timeless and unquestioning struggle of Indian peoples for sovereignty; and,

WHEREAS, the reservation had in place a sophisticated legal system and tribal court. Williams v. Lee and the self-determination movement that followed it represent a choice by American Indians to insist that respect for tribal status was necessary to ensure Indian equality as in the McGee v. Navajo Nation court case; and,

WHEREAS, citizenship requires that people be knowledgeable about public issues and possess the capacity to work toward solutions by acting together. History records voluntary actions by private citizens working together to right injustices, change directions and pursue benefits for the common good; and,

WHEREAS, in 2013, the Arizona State Senate honored Paul Williams Sr. and Lorena Williams with Arizona Senate Resolution 1003, for their "dedication and efforts to protect and exercise their freedom to govern themselves."

NOW THEREFORE, the Apache County Board of Supervisors hereby proclaim the 4th Monday of April to be "Sovereignty Day" and call upon residents to recognize and contribute to the imperative of protecting individual rights and tribal sovereignty for all citizens of the United States of America and Apache County.

Passed, Adopted and Approved by the Apache County Board of Supervisors this 17th day of April 2018.

/s/ Alton Joe Shepherd
Chairman of the Board

/s/ Ryan Patterson
Clerk of the Board

Gabriel Freeland and Lester Yazzie, on behalf of District II, requested approval to government lease/purchase equipment through Inland Kenworth and PACCAR Financial Corp., of two (2) new 2019 Kenworth T880 tractors for belly dump and equipment at a total cost of two hundred ninety-seven thousand, four hundred sixty dollars ($297,460.00); at sixty-five thousand, eight hundred thirty-eight dollars and 87 cents ($65,838.87) per year for five (5) years, utilizing State Contract #ADSP2014-063233. Mr. Freeland stated he looked at Peterbilt and Kenworth and the Kenworth came in with a better engine and more readily available. Mr. Yazzie stated he reviewed the stats on both the Peterbilt and the Kenworth and the Kenworth was a better quality. Mr. Lester stated there is budget available to cover the cost. **Mr. Shirley moved approval, seconded by Mr.**

Shamley. Mr. Shamley asked if this was a monthly payment. Mr. Freeland stated there is one payment $65,837 and then four annual payments of $65,837 for both tractors. Vote was unanimous.

Mr. Shirley moved to adjourn the meeting, seconded by Mr. Shamley. Vote was unanimous.

Approved this 1st day of May 2018.

Alton Joe Shirley
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING
April 19, 2018
St. Johns, Arizona

Participating via the telephone were: Chairman Alton Joe Shepherd, Vice Chairman Doyel Shamley, Supervisor Joe Shirley, Jr. and County Manager/Clerk of the Board Ryan Patterson.

Chairman Shepherd called to order the Board of Supervisors meeting at 9:05 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Brannan Eagar, Chief Deputy Sheriff, on behalf of Emergency Management, requested approval of a resolution declaring Stage 1Fire Restrictions effective April 20, 2018 at 12:01 a.m. due to severe temperatures and extreme fire danger. **Mr. Shamley moved approval, seconded by Mr. Shirley**. Vote was unanimous.

Resolution # 2018 - 06
A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, DECLARING STAGE 1 FIRE RESTRICTIONS DUE TO SEVERE TEMPERATURES AND EXTREME FIRE DANGER

WHEREAS, Apache County Board of Supervisors has previously enacted Ordinance 2018-03 establishing the Apache County Outdoor Fire Ordinance detailing restrictions and punishments in certain situations of high fire danger, and;

WHEREAS, Apache County has a legal and ethical obligation to protect the health, safety and welfare of the citizens of Apache County, and;

WHEREAS, the people, lands, infrastructure and economic activities within the boundaries of Apache County are under imminent threat from wildfire due to strong winds, relatively high temperatures and extremely dry conditions, and;

WHEREAS, the threat of such fires serves as a detriment of the County's residents' health, safety, welfare and economic well-being;

NOW, THEREFORE, BE IT RESOLVED, that, effective April 20, 2018 at 12:01 a.m., the Board of Supervisors of Apache County, Arizona, does hereby establish Stage 1 Fire Restrictions as defined in Apache County Ordinance 2018-03, with the obligations and sanctions established therein.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on April 19, 2018.

APACHE COUNTY BOARD OF SUPERIVOSRS

By: /s/ Alton Joe Shepherd
Chairman of the Board

ATTEST:

/s/ Ryan Patterson, Clerk of the Board

Mr. Shirley moved to adjourn the special meeting, seconded by Mr. Shamley. Vote was unanimous.

Approved this 1st day of May, 2018.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Attorney

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of a settlement agreement with Enrique Perez regarding a $550 dispute.

BOS Meeting Date Requested 5/1/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Approved by the BOS Oct. 20, 2015

Beth Bond

Subject: FW: Turner Settlement
Attachments: Settlement Agreement - Perez.docx

From: Joe Young
Sent: Tuesday, April 17, 2018 12:02 PM
To: Diana Morgan <dmorgan@co.apache.az.us>
Cc: Beth Bond <bbond@co.apache.az.us>; Ryan Patterson <rpatterson@co.apache.az.us>
Subject: RE: Turner Settlement

Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3) discussion and possible approval of a settlement agreement regarding litigation with Ladell Haynes and Andre Turner.

Also, please place the following agenda item, regarding another settlement agreement, I believe this one should be on the consent agenda:

Discussion and possible approval of a settlement agreement with Enrique Perez regarding a $550 dispute.

I have attached the agreement for that second item, but it is only for the supervisors, not the public.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

4/12/2018

Submitter's Name: (Individual, Organization, or County Department)

IT Department

Date/Signature: 4/16/2018

Describe in detail what you want to say to the Board and what action you want the Board to take: The IT Department requests that the Board consider and act on a proposed Support Amendment for the New World software used by the Finance Department. The proposed amendment and original contract, approved by the Board on 1/7/2012, are attached.

BOS Meeting Date Requested 5/1/2018

PRE-AGENDA ITEM REVIEW

Legal Review: See Email

Signature

Finance Review: See Email

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Approved by the BOS Oct. 20, 2015

Points of interest regarding the Support Amendment requested by Tyler Technologies

- The Apache County Finance Department uses Logos by New World Systems.
- The Apache County Board of Supervisors approved a contract with New World Systems on 1/7/2012.
- The existing Software Support Agreement is from Exhibit-C beginning on page-16 of the original contract and had a 5-year term.
- The initial Support Agreement with New World Systems is due for renewal according to the referenced Exhibit-C.
- Tyler Technologies has acquired New World Systems.
- A support contract is required to receive support including annual updates that address changes in tax law.
- Software support for Logos is in the budget.

Ben Dugdale

From: Ryan Patterson
Sent: Thursday, April 12, 2018 12:32 PM
To: Ben Dugdale
Subject: RE: Finance Approval - BOS Meeting Agenda Item - Software Support Amendment

Please accept the email as signature.

From: Ben Dugdale
Sent: Thursday, April 12, 2018 12:04 PM
To: Ryan Patterson <rpatterson@co.apache.az.us>
Subject: Finance Approval - BOS Meeting Agenda Item - Software Support Amendment

Good afternoon, Ryan.

Would you please indicate Finance Department approval of the attached agenda item for the 5/1/2018 Board of Supervisors' Meeting?

Thank you,

Ben Dugdale
Apache County IT Director
http://www.co.apache.az.us
O (928) 337-7616

Ben Dugdale

From: Joe Young
Sent: Thursday, March 29, 2018 9:49 AM
To: Ben Dugdale
Subject: RE: 4/3/2018 Meeting Agenda Item - Software Support Amendment

That works for me

From: Ben Dugdale [mailto:ben@co.apache.az.us]
Sent: Wednesday, March 28, 2018 1:34 PM
To: Joe Young
Cc: Ryan Patterson
Subject: RE: 4/3/2018 Meeting Agenda Item - Software Support Amendment

Hi, Joe.

Tyler has adjusted the date in Exhibit 1 to 2/1/2018. How do you feel about that?

I understand that we are now talking about the May agenda.

Ben

From: Joe Young
Sent: Thursday, March 22, 2018 2:15 PM
To: Ben Dugdale <ben@co.apache.az.us>; Ryan Patterson <rpatterson@co.apache.az.us>
Subject: RE: 4/3/2018 Meeting Agenda Item - Software Support Amendment

The agenda and points of interest are fine. The date is over a year past, so I do think we should have a current date.

From: Ben Dugdale [mailto:ben@co.apache.az.us]
Sent: Thursday, March 22, 2018 12:45 PM
To: Joe Young; Ryan Patterson
Subject: RE: 4/3/2018 Meeting Agenda Item - Software Support Amendment

Thank you, Joe.

How do you like these adjustments to my agenda item and points of interest?

I think the date is due to the fact that it was due for renewal in February and but I received it too late to have it properly prepared for March BOS agenda. Do I need to get the date changed? Would it not be valid from as of the date approved/signed rendering the other date null? Would we want to just have the printed date removed?

Ben

From: Joe Young
Sent: Thursday, March 22, 2018 12:23 PM
To: Ben Dugdale <ben@co.apache.az.us>; Ryan Patterson <rpatterson@co.apache.az.us>
Subject: RE: 4/3/2018 Meeting Agenda Item - Software Support Amendment

I have no legal issues. The amendment though does do more than just change the provider name, the support services may be the same, but are expressed differently.

The one issue I do have though is the date, it says the initial term is 2/1/2017

From: Ben Dugdale [mailto:ben@co.apache.az.us]
Sent: Wednesday, March 21, 2018 5:36 PM
To: Ryan Patterson; Joe Young
Subject: 4/3/2018 Meeting Agenda Item - Software Support Amendment

Gentlemen,

Would you please review this item for the 4/3/2018 Board of Supervisors' Meeting and respond with approval?

Joe – This is the amendment we discussed on 2/22 but for thoroughness here it is in the context of my proposed agenda item and supporting documents.

Thank you,

Ben Dugdale
Apache County IT Director
http://www.co.apache.az.us
O (928) 337-7616

New World Systems®
The Public Sector Software Company

Document Number: APAC 11L1D

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

November 15, 2011

This *Standard Software License and Services Agreement* which includes the attached Exhibits ("this Agreement") is between **New World Systems® Corporation** ("New World"), a Michigan Corporation and **Apache County, Arizona,** ("Customer"). This **Agreement** sets forth the terms and conditions under which **New World** will furnish the Licensed Products and will provide certain services described herein to **Customer.**
The attached Exhibits include:

Exhibit AA	**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
Exhibit A	**LICENSED STANDARD SOFTWARE AND FEES**
Exhibit B	**IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
Exhibit C	**STANDARD SOFTWARE MAINTENANCE AGREEMENT**
Exhibit D	**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
Exhibit E	**DEMONSTRATION SITE DISCOUNT**
Exhibit F	**INTENTIONALLY LEFT BLANK**
Exhibit G	**CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION (New World)	**APACHE COUNTY, ARIZONA** (Customer)
By: _____ Larry D. Leinweber, President	**By:** _____ Authorized Signature Title
	By: _____ Authorized Signature Title
Date: _____	**Date:** _____

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

Original Contract

DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. ***"Authorized Copies":***
   Except as provided in subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
   (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by New World under this Agreement; and
   (ii) any additional copies made by Customer as authorized in subparagraph 1.2.
2. ***"An Authorized User/Workstation":***
   Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. ***"Computer":***
   The .NET Server(s) to be located at:
   Apache County
   75 West Cleveland
   St. Johns, AZ 85936
   Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, Customer shall notify New World of the new location in writing prior to the relocation.
4. ***"Confidential Information":***
   Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. ***"Customer Liaison":***
   A Customer employee assigned to act as liaison between Customer and New World for the duration of this Agreement. Within ten (10) days of the Effective Date, Customer shall notify New World of the name of the Customer Liaison.
6. ***"Delivery of Licensed Standard Software":***
   Licensed Standard Software will be delivered in a machine readable form to Customer via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
7. ***"Development Software":***
   Standard application software currently under development by New World which, if applicable, will be completed and delivered to Customer as Licensed Standard Software when available.
8. ***"Hourly Rate":***
   As described in this Agreement, New World shall provide services to Customer at the rate of $150/hour. The hourly rate is protected for 12 months after the Effective Date, at which time the hourly rate shall be the then-current New World hourly rate.
9. ***"Installation of Licensed Standard Software":***
   Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
   (a) the transfer or loading of the Licensed Standard Software onto a Customer server or computer, or
   (b) thirty (30) days after delivery of the Licensed Standard Software.
10. ***"Licensed Custom Software":***
    Any software (programs or portions of programs) developed by New World specifically for Customer's own use.
11. ***"Licensed Documentation":***
    New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
12. ***"Licensed Products":***
    The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
13. ***"Licensed Software":***
    The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this Agreement.
14. ***"Licensed Standard Software":***
    The current version of New World standard and development application software package(s) (in machine readable code) listed in Exhibit A.
15. ***"SSMA":***
    The New World Standard Software Maintenance Agreement as set forth in Exhibit C.
16. ***"Travel Expenses":***
    All actual and reasonable travel expenses incurred by New World for trips relating to this project, including but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses.
17. ***"Travel Time":***
    Actual New World employee travel time billed at the Hourly Rate up to, but not exceeding, four (4) hours per each trip relating to this project.
18. ***"Upgrades":***
    Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this Agreement and released after the execution of this Agreement.

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GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World.**

1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:

(i) Program libraries, either source or object code;
(ii) Operating control language;
(iii) Test data, sample files, or file layouts;
(iv) Program listings; and
(v) Licensed Documentation.

1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

2.0 OWNERSHIP

2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.

2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

4.1 **New World** warrants, for Customer's benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.

4.2 **New World** warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World. New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, NEW WORLD EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED

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PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

(i) provide timely answers to **New World's** requests for information;
(ii) coordinate a mutually agreeable implementation and training schedule;
(iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
(iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

7.0 BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES

7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s).

7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.

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7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.

7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

8.0 NON-RECRUITMENT OF PERSONNEL

8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT

9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.

9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:

(i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.

(ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;

(iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;

(iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and

(v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES

New World's entire liability and **Customer's** exclusive remedies are set forth below:

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement, New World** will correct the defect so that it conforms to the warranties set forth in subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement, Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

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10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World**.

10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.

10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

12.0 INDEPENDENT CONTRACTOR

12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.

12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

13.1 **Workers' Compensation Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.

13.2 **Liability and Property Insurance – Comprehensive Form**: **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than $1,000,000 on account for each accident; and in an amount not less than $1,000,000 for each accident for damage to property.

13.3 **Automobile Liability Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than $1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than $1,000,000 for each accident; and in an amount not less than $1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed $1,000,000.

14.0 DISPUTE RESOLUTION BY ARBITRATION

14.1 Any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in a good-faith effort to resolve any dispute or controversy through normal business management practices.

14.3 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement**. The arbitrator(s) shall have no authority to award damages over and above those provided for in this **Agreement** and in any event shall not exceed the limitations set forth in subparagraph 10.2, even if the

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remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.

14.4 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.

14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.

14.6 In the event that a controversy or claim arising out of or relating to this **Agreement**, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

15.0 TERMINATION

15.1 By Customer: If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:

(i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;

(ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;

(iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World**;

(iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

15.2 By New World: If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:

(i) The termination notice shall define the reason for termination;

(ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;

(iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;

(iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;

(v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.

15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

15.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.

15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.

15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 PATENT AND TRADEMARK INDEMNIFICATION

New World agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation

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to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World.**

17.0 NOTICES

17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer.**

17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

18.0 GENERAL

18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement. This Agreement may be amended or modified only in writing signed by both parties.**

18.2 This **Agreement** is governed by the laws of the State of Michigan and it shall be binding on the successors and assigns of the parties.

18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement.**

18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after the cause of action has accrued.

18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement.** Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.

18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer.** No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement.**

18.7 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement.** To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.

18.8 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement.**

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EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products

	DESCRIPTION OF COST		COST
A.	LICENSED STANDARD SOFTWARE as further described in Exhibit A		$309,400
	1. Licensed Standard Software	$364,000	
	2. Less Demonstration Site Discount	(54,600)	
B.	IMPLEMENTATION SERVICES		184,400
	1. PROJECT MANAGEMENT as further described in Exhibit B		
	2. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B		
	3. INTERFACE INSTALLATION SERVICES as further described in Exhibit B		
	4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B		
	5. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G		
	ONE TIME PROJECT COST:		**$493,800**
C.	TRAVEL EXPENSES (Estimate) – billed as incurred		**$35,000**
D.	STANDARD SOFTWARE MAINTENANCE SERVICES as further described in Exhibit C		

PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 23, 2011.

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Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

	DESCRIPTION OF PAYMENT		PAYMENT
A.	LICENSED STANDARD SOFTWARE		$309,400
	1. Amount invoiced upon Effective Date (50%)	$154,700	
	2. Amount invoiced upon delivery of each Licensed Standard Software (50%)	154,700	
B.	IMPLEMENTATION SERVICES		184,400
	1. Amount invoiced upon the Effective Date	$41,500	
	2. Amount invoiced 90 days after the Effective Date	41,500	
	3. Amount invoiced 180 days after the Effective Date	41,500	
	4. Amount invoiced 270 days after the Effective Date	41,500	
	5. Amount invoiced upon project completion or 365 days after the Effective Date, whichever comes first	18,400	
	ONE TIME PAYMENTS		$493,800
C.	TRAVEL EXPENSES (*Estimate)		$35,000*
	(These expenses are billed as incurred)		
	1. 25 trips are anticipated		
	2. Travel Time for the estimated 25 trips is not included in this estimate and will be billed as incurred.		
D.	STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C		

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

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EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

LOGOS.NET STANDARD APPLICATION SOFTWARE[1,2,3]		
ITEM	DESCRIPTION	INVESTMENT

FINANCIAL MANAGEMENT (Users included - 30)[4]

1. **Logos.NET Financial Management Base Suite**
   - General Ledger
   - Budget Management
   - Annual Budget Preparation
   - Accounts Payable
   - Revenue/Cash Receipting

2. **Logos.NET Additional Financial Management Software**
   - Asset Management
   - Grant Management
   - Project Accounting
   - Misc. Billing & Receivables
   - Government (GASB) Reporting
   - Bank Reconciliation

3. **Logos.NET Procurement Management Suite**
   - Purchasing Base

PAYROLL & HUMAN RESOURCES SUITE (Users included - 15)[4]

4. **Logos.NET Human Resources Management Base Suite**
   - Payroll Processing
   - Personnel Management
   - Position Control

5. **Logos.NET Human Resources**
   - Employee Event Tracking
   - Personnel Action Processing

6. **Logos.NET Benefits Management**
   - Benefits Administration

7. **Logos.NET Additional Payroll & HR Modules**
   - Applicant Tracking

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COMMUNITY DEVELOPMENT SUITE (Users included - 15)[4]

8. **Logos.NET Community Development Software**
   - Parcel Management
   - Permits
   - Municipal Inspections
   - Project Planning
   - Code Enforcement
   - Requests for Services Tracking

9. **Logos.NET Additional Community Development Modules**
   - GIS Integration [5]
   - Community Development
     Parcel Management (7 screens)
     Permits (2 screens)
     Municipal Inspections (4 screens)
     Code Enforcement (3 screens)
     Requests for Services Tracking (1 screen)

eSUITE

10. **eSuite Base Software**

11. **eHR**
    - eEmployee
    - eTimesheets
    - eBenefits Administration
    - eRecruit

12. **eCommunity**
    - ePermits
    - eRequest

BUSINESS ANALYTICS

13. **Finance Analytics**
    - Includes 3-4 users

14. **Human Resource/Payroll Analytics**
    - Includes 3-4 users

15. **Community Development Analytics**
    - Includes 3-4 users

NEW WORLD STANDARD SOFTWARE LICENSE FEE	**$364,000**
LESS DEMONSTRATION SITE DISCOUNT	**(54,600)**
TOTAL SOFTWARE LICENSE FEE [6,7]	$309,400

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ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*

[2] *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*

[3] *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*

[4] *Additional cost per group of 5 for authorized users is $5,000.*

[5] *GIS integration currently supports either ESRI's ArcIMS or ArcGIS Server software; the ArcIMS and ArcGIS Server software and any services related to the installation and setup of ArcIMS or ArcGIS are not included in this proposal. The ArcIMS or ArcGIS Server software would need to be purchased, installed and setup separately.*

[6] *Prices assume that all software proposed is licensed.*

[7] *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

Original Contract

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

a) a summary level Implementation Plan;
b) a detail level Implementation Plan;
c) revised Implementation Plans (if required);
d) monthly project status reports; and
e) project status meetings
- a project review (kickoff) meeting at **Customer's** location
- progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
- a project close-out meeting at **Customer's** location to conclude the project.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 12 months after the Effective Date.

2. Implementation and Training Support Hours Recommended

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **660** hours of **New World** implementation and training support services have been allocated for this project. Excess hours requested shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

a) implementation of each package of Licensed Standard Software; and
b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software.

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

a) Bank Reconciliation

Original Contract

4. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

a) Hardware Quality Assurance Services (Standard) Environment:

Hardware Systems Assurance and Software Installation:

- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of **New World** Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Install Anti-Virus Software and Configure Exclusions
- Install Automated Backup Software and Configure Backup Routines
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5. Additional Services Available

Other **New World** services may be required or requested for the following:

a) additional software training;
b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
c) **New World** consultation with other vendors or third parties;
d) modifying the Licensed Standard Software;
e) designing and programming Licensed Custom Software; and
f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Hourly Rate).

Original Contract

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

1. SSMA Period

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the delivery of Licensed Standard Software ("Start Date") and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

2. Services Included

New World shall provide the following services during the SSMA term.

a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);

b) temporary fixes to Licensed Standard Software (see paragraph 6 below);

c) revisions to Licensed Documentation;

d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and

e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Hourly Rate.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Hourly Rate.

4. Billing

Maintenance costs will be billed annually.

Original Contract

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement, Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World,** it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Hourly Rate.

The no-charge software correction service does not apply to any of the following:

a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

Annual Maintenance Cost	
Year 1	No charge
Year 2	$58,240
Year 3	61,880
Year 4	65,520
Year 5	69,160

Original Contract

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **Apache County** *Customer Name*

Located At: **75 West Cleveland St. Johns, AZ 85936**

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:
   a) Program Libraries, whether source code or object code;
   b) Operating Control Language;
   c) Test or Sample Files;
   d) Program Listings;
   e) Record Layouts;
   f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
   g) All **New World** Product Bulletins and/or other **New World** Product related materials.
2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's** *Standard Software License and Services Agreement* with **New World.**
3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World.** If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the *Standard Software License and Service Agreement* between **Customer** and **New World.**

Agreed and Accepted by Third Party (Organization)

Organization: _____
By: _____
Title: _____
Date: _____

Agreed and Accepted by Third Party (Individual)

Individual: _____
By: _____
Title: _____
Date: _____

Accepted and Approved by New World Systems Corp.

By: _____
Title: _____
Date: _____

Original Contract

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

Original Contract

EXHIBIT F

INTENTIONALLY LEFT BLANK

Original Contract

EXHIBIT G
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)*(1)* procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

A) Custom Software/Interfaces

(1) Treasurer's Interface:
It is New World's experience that when implementing our Logos.NET Treasury modules the bulk of customization is in the area of interfaces and specifically with formatting import and exports files to align with our standard file formats. It is our recommendation that Customer reserve $25,000 to customize existing import and export .dlls in the following areas to facilitate the needs of the Treasurer's office.

- *Journal Imports/Exports*
- *Bank Reconciliation Transmittal Import*
- *3rd Party Payment (Warrant) Import*
- *Revenue Collection Receipt Import*

With New World providing consultation, Customer is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of New World's Responsibility

This project includes the following activities to be performed by **New World**.

(1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.

(2) Preparation of Requirements Document (RD) to include:

- Detailed description of the required feature
- menu samples
- screen samples
- report samples

(3) Programming and programming test.

Original Contract

(4) On-site training, testing and/or other support services at the Hourly Rate.

For modification requiring over fifty (50) hours of work, **New World** utilizes a design document procedure [see 2(b)*(1)* below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Implementation Schedule

	Activity	Targeted Time Period
(1)	Complete Design Review with **Customer** Staff. **Customer** agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2)	New World submits completed RD to **Customer.**	To be determined
(3)	RD is accepted and signed off by **Customer** (no programming will be done by **New World** until the formal sign-off and **Customer's** authorization to proceed in writing).	To be determined
(4)	**New World** completes programming from RD and provides modified software to **Customer.**	To be determined
(5)	Software Modification Acceptance Test based on RD.	To be determined

c) **Customer's Responsibility**

All **Customer** requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

Original Contract

tyler technologies

Support Amendment

This Support Amendment is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World and Client are parties to an original agreement, dated 1/27/2012 ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.

2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.

3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.

4. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Client: Apache County, AZ
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____



Exhibit 1
Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Amendment.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on 2/1/2018, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your maintenance and support fees for the initial term for the Tyler Software will be listed in the applicable invoice. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (45) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m (Eastern Time Zone)

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.

Exhibit 1
Schedule A
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues

(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Malena Bazurto, Economic Development, District 3

Date/Signature: 4/16/2018

Describe in detail what you/ want to say to the Board and what action you want the Board to take:/

Review and signature of required forms to apply for United States Department of Agriculture's (USDA) Local Food Production Grant Application funding opportunity number USDA-AMS-TM-LFPP-G-18-0001, due May 7, 2018.

//BOS Meeting Date Requested May 1, 2018

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Approved by the BOS Oct. 20, 2015

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier: Apache County

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Apache County Board of Supervisors

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. Organizational DUNS:

d. Address:

* Street1: PO Box 428
Street2:
* City: Saint Johns
County/Parish: Apache
* State: Arizona
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 85936

e. Organizational Unit:

Department Name: District 3

Division Name: Economic Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Malena
Middle Name:
* Last Name: Bazurto
Suffix:

Title: Economic Development Director/Grants Manager

Organizational Affiliation:

* Telephone Number: 928-551-1769
Fax Number:

* Email: mbazurto@co.apache.az.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

Government Agency

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

United States Department of Agriculture

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

Local Food Promotion Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Southern Apache County | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Planning project to more effectively distribute food to residents currently receiving meals on wheels, food boxes, etc. and to create centralized food distribution centers and market locally grown food.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant
* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/1/2018
* b. End Date: 12/31/2019

18. Estimated Funding ($):

* a. Federal	$150,000.00
* b. Applicant	$40,000.00
* c. State	$0
* d. Local	$0
* e. Other	$50,000
* f. Program Income	$0
* g. TOTAL	$240,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [ ] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [x] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Alton
Middle Name:	
* Last Name:	Shepherd
Suffix:	
* Title:	Chairman, Apache County Board of Supervisors
* Telephone Number:	928-337-4364
Fax Number:	
* Email:	ashepherd@co.apache.az.us
* Signature of Authorized Representative:	Completed by Grants.gov upon submission.
* Date Signed:	Completed by Grants.gov upon submission.

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)
R. A. MacKenzie COMMUNICATIONS

Date/Signature: 17 APR 18

Describe in detail what you want to say to the Board and what action you want the Board to take:
DISCUSSION AND APPROVAL TO ENTER INTO A 30yr LEASE WITH THE USFS. THIS IS FOR THE GREENS PEAK COMMUNICATIONS SITE.

BOS Meeting Date Requested 1 MAY 18

PRE-AGENDA ITEM REVIEW

Legal Review: See Letter

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Approved by the BOS Oct. 20, 2015

R. A. MacKenzie
Communications Manager
Apache County
Voice: 928.333.4149
Fax: 928.333.4709
E-mail: ramack@co.apache.az.us
KE7EDN

17 April 2018

Gentlemen,

I will be placing the USFS lease on the May 1st agenda. This is for the Greens Peak communications site which holds the Sheriff's main frequency along with the District 3 roads frequency.

There is no monthly/yearly fee but there is a onetime processing fee in the amount of $829.

The County Attorney's office has reviewed and approved.

R. A. Mac Kenzie

APACHE COUNTY ATTORNEY'S OFFICE

MICHAEL B. WHITING, COUNTY ATTORNEY

"... one nation, under God, indivisible, with liberty and justice for all."

P.O. BOX 637 ▪ ST. JOHNS, AZ 85936 ▪ 928.337.7560 ▪ 928.337.2427 (FAX)

April 11, 2018

R.A. MacKenzie
Communications
St. Johns, AZ 85936

RE: Contract Review

MacK,

I received the updated U.S. Forest Service lease for the County's radio site and Greens Peak and documentation relating to hiring Continuant for a phone system maintenance plan. I have reviewed both and do not have any legal issues with either. The Greens Peak lease constitutes a valid contract and generally complies with the legal requirements for agreements of its kind. I similarly have no issues with the documentation from Continuant.

Thank you for providing me this information, the originals you gave me are attached. Should you have any other questions or issues this letter does not address, please let me know.

Sincerely,

Joseph Young
Apache County Attorney's Office

Auth ID: SPR999
Contact Name: APACHE COUNTY BOARD OF SUPERVISORS
Expiration Date: 12/31/2047
Use Code: 806

FS-2700-10b (V.01/17)
OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE
AUTHORITY:
Section 501(a)(5) of the Federal Land Policy and Management Act,
43 U.S.C. 1761(a)(5)

APACHE COUNTY BOARD OF SUPERVISORS OF PO BOX 428 SAINT JOHNS, AZ UNITED STATES 85936

This lease is issued by the United States of America, acting through the United States Department of Agriculture, Forest Service (hereinafter the "United States" or "Forest Service"), as authorized by section 501(a)(5) of the Federal Land Policy and Management Act, 43 U.S.C. 1761(a)(5), to **APACHE COUNTY BOARD OF SUPERVISORS**, its agents, successors, and assigns (hereinafter the "lessee").

The United States and the lessee are jointly referred to in this lease as the "parties." The term "authorized officer" refers to the Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, this authority may be exercised by the Forest Supervisor or District Ranger of the APACHE-SITGREAVES NATIONAL FOREST in which the following described lands are located.

The United States, in consideration of the terms and conditions in this lease and the payment to the United States of rent in advance by the lessee, hereby issues the lessee a lease for the following described communications facility in the County of APACHE, State of ARIZONA, located within the NW¼NW¼, Sec. 11, T. 8 N. R. 26 E., GILA AND SALT RIVER (hereinafter called the "lease area"). The lessee accepts this lease and possession of the lease area, subject to any valid existing rights, and agrees to use the lease area only for construction, operation, maintenance, and termination of a **private mobile radio service** communications facility. Authorized facilities under this lease include:

Equipment shelter(s):	**8 feet x 16 feet metal enclosed building. 6 feet x 6 feet metal enclosed generator shed, Facility 9, Lot 5-B**
Antenna support structure(s):	**60 feet, guyed tower**
Ancillary structure(s):	**500 gallon propane tank, and use and maintenance of 0.1 acres of internal (spur) roads and parking area for the use and operation of this communications facility.**

The location of the lease area is described or shown generally in the communications site management plan and/or communications site map dated **December 11, 2010** for the **Greens Peak** Communications Site, which is attached as Appendix A of this lease. This and any other appendices are hereby incorporated into this lease.

Any additional appendices to this lease are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety. **(Exhibit A – Greens Peak Communications Site Management Plan, December 11, 2010 and Exhibit B – Greens Peak Improvement Association Constitution and Bylaws, September 26, 1996, Rev1.)**

This lease is issued subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease shall terminate at one minute after midnight on **12/31/2047**. Termination at the end of the lease term shall occur by operation of law and shall not require any additional notice or documentation by the authorized officer. This lease is not renewable, but the lessee has the right to request a new lease.

B. If the lessee desires a new lease upon termination of this lease, the lessee shall notify the authorized officer accordingly, in writing. The notice must be received by the authorized officer at least one year prior to the end of the lease term. The authorized officer shall determine if the use should continue and, if it is to continue, if a new lease should be issued to the lessee and under what conditions. The authorized officer shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

C. This lease is assignable with prior written approval of the authorized officer, except when rent has been exempted or waived in whole or in part. Renting of space does not constitute an assignment under this clause.

II. RENT

A. The lessee shall pay rent annually in advance as determined by the authorized officer in accordance with law, regulation, and policy.

The annual rent shall be adjusted by the authorized officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in rent, if applicable.

B. Rent is due at the close of business on January 1 of each year for which a payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. If the due date for the rent falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease shall terminate if rent is not received by the Forest Service within 90 calendar days of the due date.

C. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any rent not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rent is due. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rent is due and payable by the due date. No appeal of rent shall be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

A. The lessee is authorized to rent space and provide other services to customers and tenants and shall charge each customer and tenant a reasonable rent without discrimination for the use and occupancy of the facilities and services provided. The lessee shall not impose unreasonable restrictions or restrictions restraining competition or trade practices. By October 15 of each year, the lessee shall provide the authorized officer a certified statement listing all tenants and customers by category of use in the authorized facilities on September 30 of that year.

B. All development, operation and maintenance of the authorized facilities, improvements, and equipment located in the lease area shall be in accordance with stipulations in the applicable communications site management plan approved by the authorized officer. If required by the authorized officer, all plans for development, layout, construction, or alteration of improvements in the lease area, as well as revisions of those plans, must be prepared by a licensed engineer, architect, and/or landscape architect. These plans must be approved in writing by the authorized officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information shall be provided to the authorized officer and appended to the communications site management plan.

C. The lessee shall comply with applicable federal, state, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the lessee under this lease are not contingent upon any duty of the authorized officer or other agent of the United States to inspect the authorized facilities or lease area. A failure by the United States or other governmental officials to inspect is not a defense to noncompliance with any of the terms and conditions of this lease. The lessee waives all defenses of laches or estoppel against the United States. The lessee shall at all times keep the title of the United States to the lease area free and clear of all liens and encumbrances.

D. Use of communications equipment in the lease area is contingent upon possession of a valid Federal Communication Commission (FCC) license or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization and operation of the equipment in strict compliance with applicable requirements of the FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the lessee for each transmitter being operated. The lessee shall provide the authorized officer, when requested, with current copies of all FCC licenses and DTM/IRAC authorizations for equipment in or on facilities covered by this lease.

E. The lessee shall ensure that equipment within facilities authorized by this lease (including tenant and customer equipment) operates in a manner that will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site covered by this lease. If the authorized officer or authorized official of the FCC determines that the lessee's use interferes with existing equipment, the lessee will promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the authorized officer or FCC official.

F. When requested by the authorized officer, the lessee shall furnish technical information concerning the equipment located in the lease area.

IV. LIABILITIES

A. The lessee assumes all risk of loss to the authorized facilities and ancillary improvements.

B. The lessee shall comply with all applicable federal, state, and local laws, regulations, and standards, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation and maintenance of any

facility, improvement, or equipment in the lease area.

C. The lessee shall indemnify, defend, and hold harmless the United States for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the lessee's use or occupancy of the lease area. The lessee's indemnification of the United States shall include any loss of personal injury, loss of life or damage to property in connection with the occupancy or use of the lease area during the term of this lease. Indemnification shall include but not be limited to the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third-party claims and judgments; and all administrative, interest, and other legal costs. This clause shall survive the termination or revocation of this lease, regardless of cause.

D. The Forest Service has no duty, either before or during the lease term, to inspect the lease area or to warn of hazards and, if the Forest Service inspects the lease area, it shall incur no additional duty nor any liability for hazards not identified or discovered through those inspections. This paragraph shall survive the termination or revocation of this lease, regardless of cause.

E. The lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the lessee, the authorized officer may, on reasonable notice, cure the breach at the expense of the lessee. If the Forest Service at any time pays any sum of money or does any act which will require payment of money or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any action or proceeding to enforce the United States' rights hereunder, the sums paid by the United States, with all interests, costs, and damages, shall at the election of the Forest Service be deemed to be additional rent under this lease and shall be due from the lessee to the Forest Service on the first day of the month following that election.

V. MISCELLANEOUS PROVISIONS

A. Nondiscrimination. The lessee and its employees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the lessee and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

B. Revocation, Termination and Suspension

1. General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.

"Revocation" refers to an action by the authorized officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the authorized facilities on the property for a period of 1 year.

3. Except in emergencies, the authorized officer shall give the lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the authorized facilities, based on the Lessee's federal tax amortization schedules.

5. Written decisions by the authorized officer relating to administration of this lease are subject to administrative appeal pursuant to 36 CFR 214.

6. If upon expiration of this lease the authorized officer decides not to issue a new lease, or the lessee does not desire a new lease, the authorized officer and the lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site lease area.

7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be

subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

a. Administrative offset of payments due the lessee from the Forest Service.

b. Delinquencies in excess of 60 days shall be referred to United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), ()(1).

c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720 et seq.). If this lease is revoked for noncompliance, the lessee shall remove all authorized structures and improvements, except those owned by the United States, within 90 days, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is waived in writing by the authorized officer.

If the lessee fails to remove all authorized structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

C. No member of or delegate to Congress or resident commissioner shall benefit from this lease whether directly or indirectly, other than to the extent the lease provides a general benefit to a corporation.

D. This lease is issued subject to the following reservations by the United States:

1. The right of the United States to all natural resources now or hereafter located in the lease area unless stated otherwise, and the right to utilize or dispose of those resources insofar as the rights of the lessee are not unreasonably affected.

2. The right of the United States to modify the communications site management plan as deemed necessary.

3. The right of the United States to enter the lease area and inspect all authorized facilities to ensure compliance with the terms and conditions of this lease.

4. The right of the United States to require common use of the lease area and the right to authorize use of the lease area for compatible uses.

E. The Forest Service and the lessee shall keep each other informed of current mailing addresses.

F. This lease supersedes a special use authorization designated APACHE COUNTY BOARD OF SUPERVISORS, SPR522, dated 04/07/2006.

G. If there is any conflict between any of the preceding printed clauses and any of the following clauses the preceding printed clauses shall control.

H. CULTURAL RESOURCES PROTECTION (D001RO).
The holder, contractor, or lessee shall be responsible for the protection from damage of all identified cultural resources within the area which may be affected by their actions. In addition, the holder, contractor, or lessee shall be liable for all damage or injury to the identified cultural resources caused by their actions. The holder, contractor, or lessee shall immediately notify the agency Project Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until approval to proceed has been granted by the Project Administrator after consultation with the Forest Archeologist. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook are incorporated by reference herein.

I. NATIVE AMERICAN GRAVE PROTECTION AND REPATRIATION ACT (X003RO).
Pursuant to the Native American Grave Protection and Repatriation Act (NAGPRA) 25 USC 3002(d); 43 CFR Part 10.4, if any human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during the course of ground disturbing activity, the holder will immediately cease activity in the area of the discovery and will make a reasonable effort to protect the remains and objects. The holder will provide immediate telephone notification of the discovery to the Forest Service, and will follow up with written confirmation to the authorized officer. The holder will not resume the activity that resulted in the discovery until the authorized officer gives written approval. Approval to resume the activity, if otherwise lawful, will be given thirty (30) days after certification by the authorized officer of the holder's written confirmation of the discovery, or at any time that a written binding agreement is executed between the Forest Service and the affiliated tribes adopting a recovery plan for the remains and objects.

J. GROUND SURFACE PROTECTION AND RESTORATION (D-9).
The holder shall prevent and control soil erosion and gullying on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The

holder shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use.

K. SECONDARY USE ROADS. (G-1).
1. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations previously approved by the Authorized Officer.

2. Only the Authorized Officer may extend rights and privileges for use of the road constructed on the premises to other non-Federal users on the condition that such users shall pay a fair share of the current replacement cost less depreciation of the road and any reconstruction costs necessary to accommodate its use.

3. The Forest Service retains the right to use and occupy the right-of-way and to allow others to use the right-of-way in any way that is not inconsistent with the holder's existing rights and privileges after consultation with all parties involved.

L. IMPROVEMENT RELOCATION (X-33).
This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the Authorized Officer.

THIS LEASE IS GRANTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY LEASE IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE LEASE.

HOLDER NAME, PRECEDED BY NAME AND TITLE OF PERSON SIGNING ON BEHALF OF LESSEE, IF LESSEE IS AN ENTITY	SIGNATURE	DATE

APPROVED:

TRACY PARKER Director Lands and Minerals, Southwestern Region 3 Forest Service Department of Agriculture	SIGNATURE	DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Doyel Shamley

Date/Signature: 4/24/18

Describe in detail what you want to say to the Board and what action you want the Board to take:

Doyel Shamley, District III Supervisor: Discussion and possible approval of a resolution declaring a drought emergency exists in Apache County.

BOS Meeting Date Requested 5/1/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

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Approved by the BOS Oct. 20, 2015

JOE SHIRLEY, JR.
MEMBER OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
CHAIRMAN OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

BOARD OF SUPERVISORS
OF APACHE COUNTY

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003

RYAN PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

Resolution No. 2018 - ___

A RESOLUTION DECLARING A STATE OF EMERGENCY IN SOUTHERN APACHE COUNTY DUE TO EXTREME DROUGHT CONDITIONS, FUEL LOADS, AND WILDFIRE THREATS

WHEREAS, it is the responsibility and within the scope of authority of the Board of Supervisors of Apache County to exercise powers necessary and proper to protect public safety, health, promote public prosperity and improve the morals, order, comfort and convenience of the inhabitants of Apache County pursuant to the provisions of the Constitution of laws of this State; and

WHEREAS, historically, the Board of Supervisors of Apache County has been periodically required to exercise those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and welfare of the County in appropriate instances; and

WHEREAS, as of April 1, 2018, with no relief since, snow water equivalents within Apache County are at only 2% of normal over a 30-year average; and

WHEREAS, as of April 1, 2018, with no relief since, streamflow forecasts within Apache County are at only 6% of normal over a 30-year average; and

WHEREAS, due to current weather conditions existing in Apache County there is an extreme danger of significant drought impacts within Apache County, and;

WHEREAS, the significant wildland fire potential outlook data suggests higher than normal threats continuing for multiple months; and

WHEREAS, Energy Release Component, fire danger ratings, and 10-hour fuel data demonstrates less than 2% moisture; and

WHEREAS, it is the desire of the Apache County Board of Supervisors to request assistance of other government agencies, and initiate preparations to aid and protect citizens within Apache County;

NOW THEREFORE, hereby be it resolved that the Board of Supervisors of Apache County declares a State of Emergency pursuant to A.R.S. § 26-301, et seq., to exist on private, County, State and Federal lands to exist in and around the communities and watershed both around and within the Apache-Sitgreaves National Forest including the Wildland Urban Interface areas identified as critical in the Apache County Community Wildfire Protection Plan from drought and wildfire threats; and

BE IT THEREFORE RESOLVED, that Apache County requests State and federal agencies to immediately provide public information and provide for relief, survival and recovery from drought and fire related disasters.

BE IT THEREFORE RESOLVED, that Apache County Board of Supervisors may with proper notice convene special Board Meetings to address further needs and threats and call upon other government agencies for relief and assistance, until this resolution is rescinded by vote of the Board of Supervisors.

Adopted this 1st day of May 2018

_____

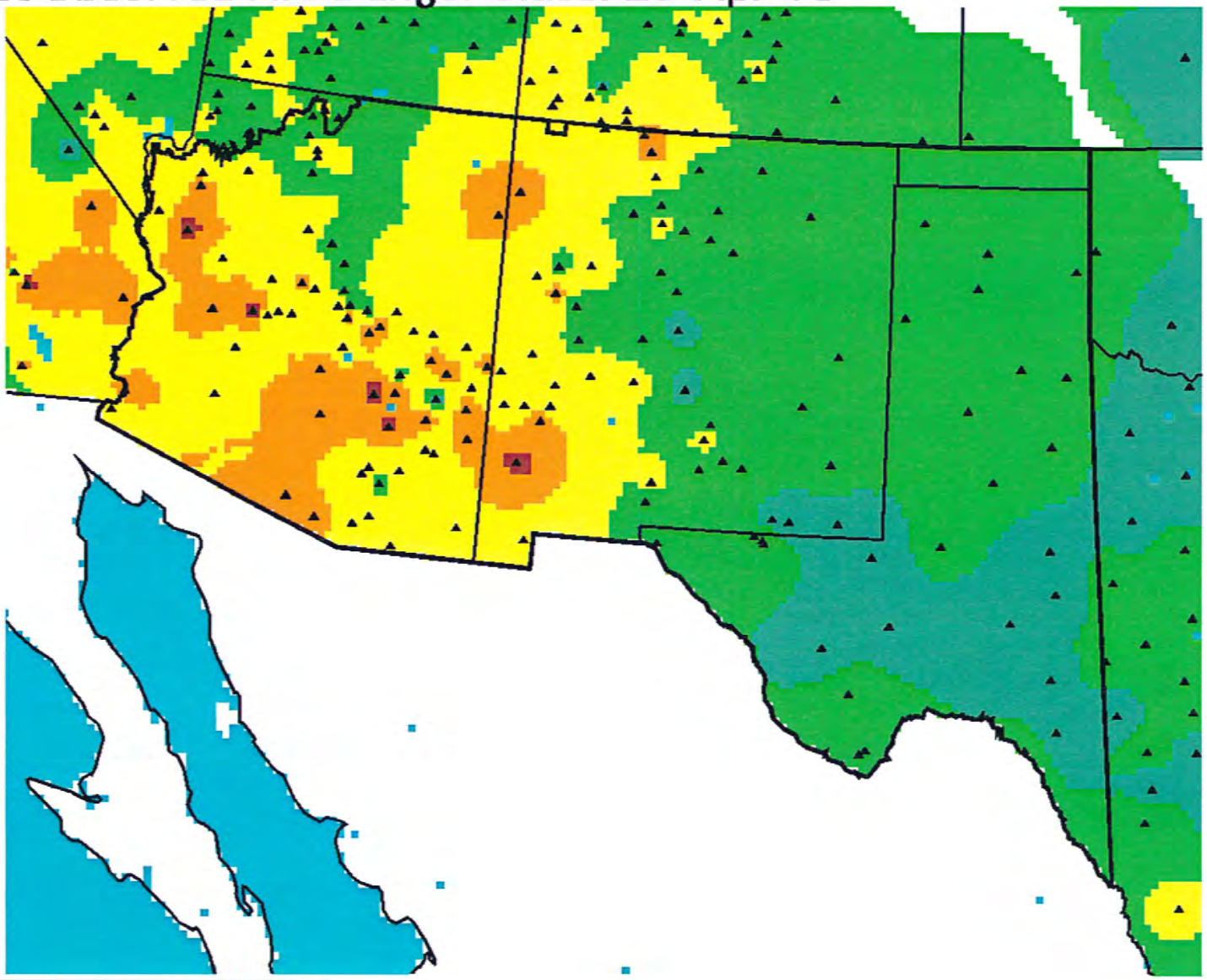
Alton Shepherd
Chairman of the Board

ATTEST:

_____

Ryan Patterson
Clerk of the Board

Southwest Observed Fire Danger Class: 25-Apr-18



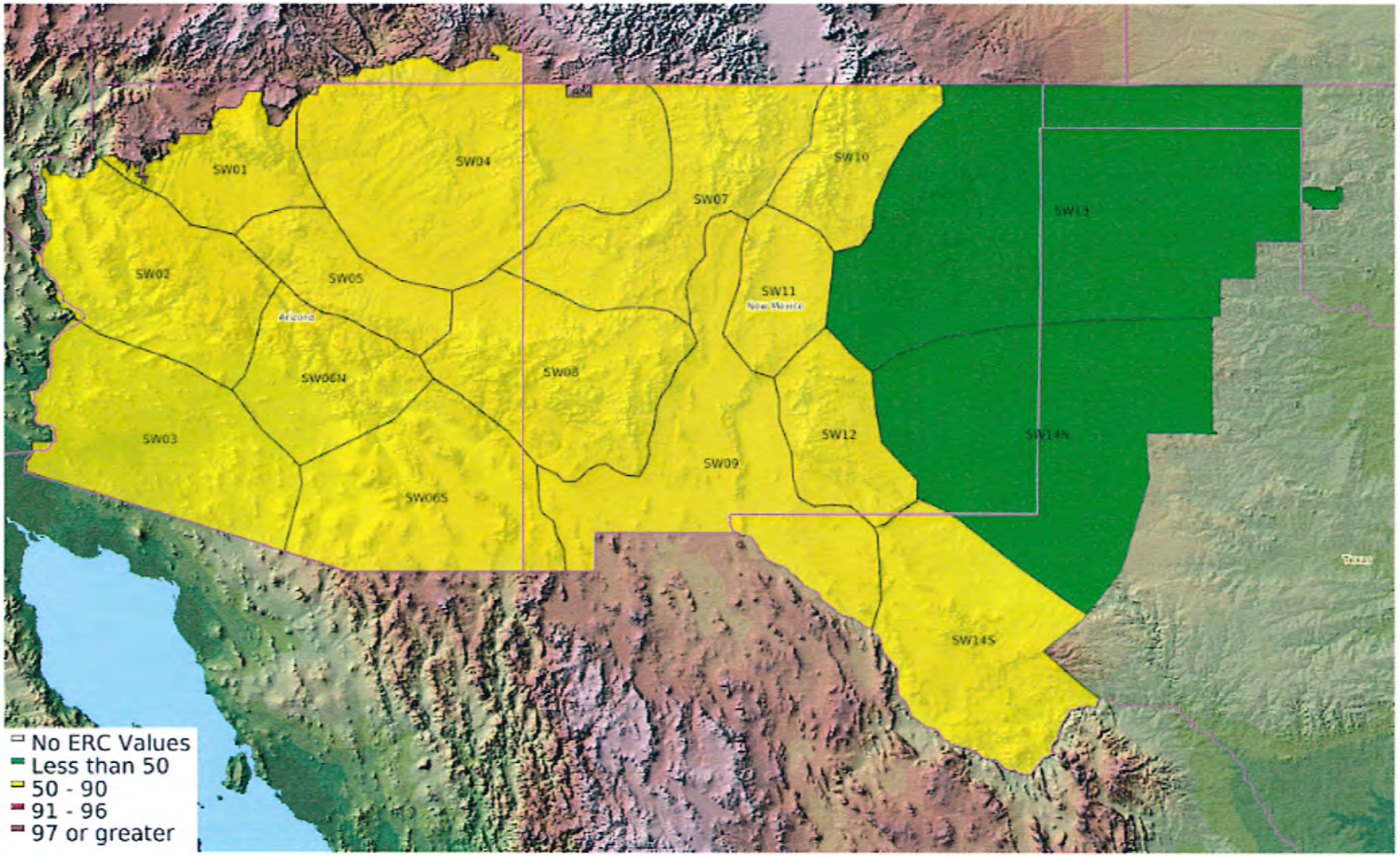
LEGEND

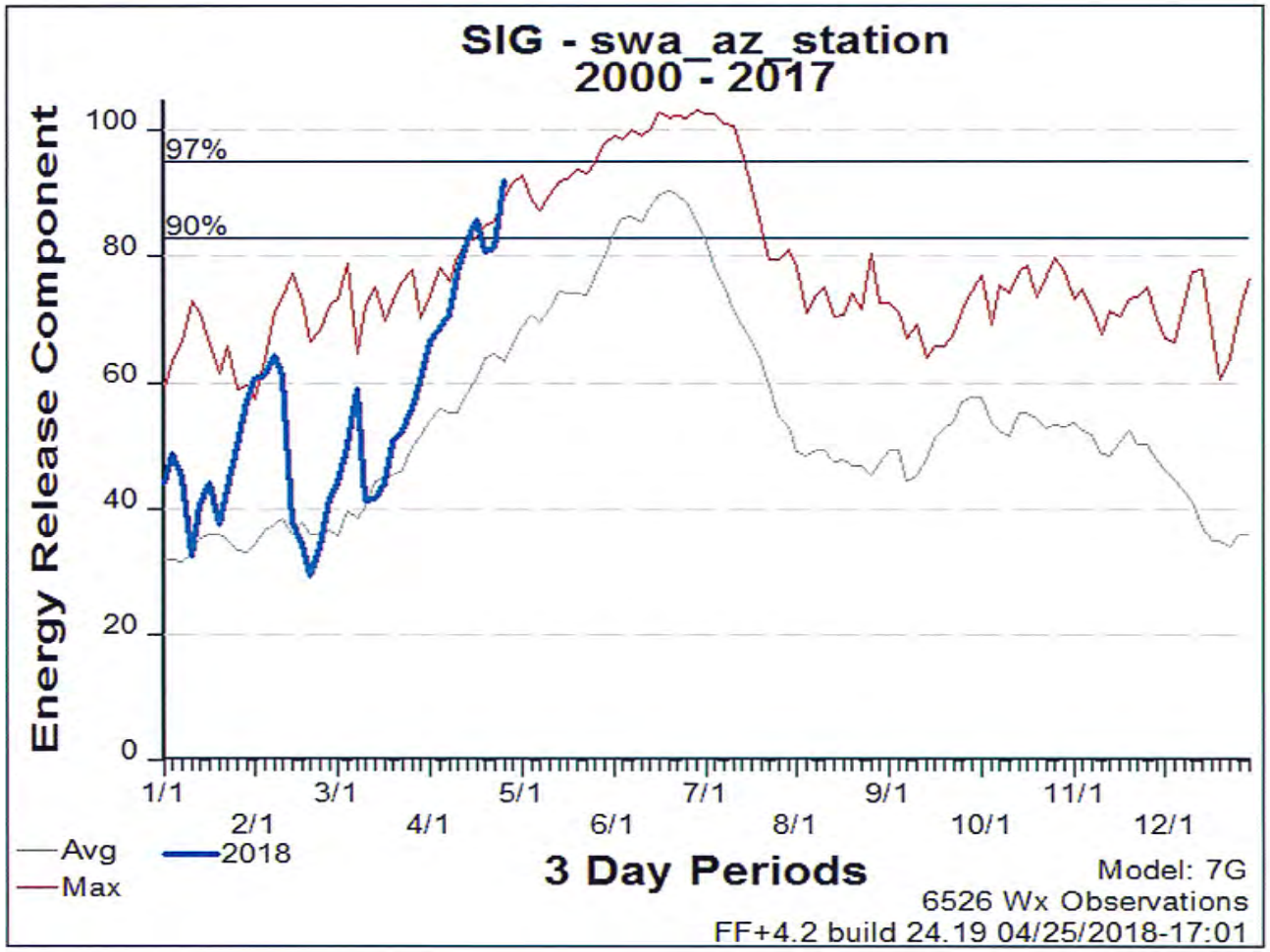
- Low
- Moderate
- High
- Very High
- Extreme
- Water

FireLab
MISSOULA, MONTANA

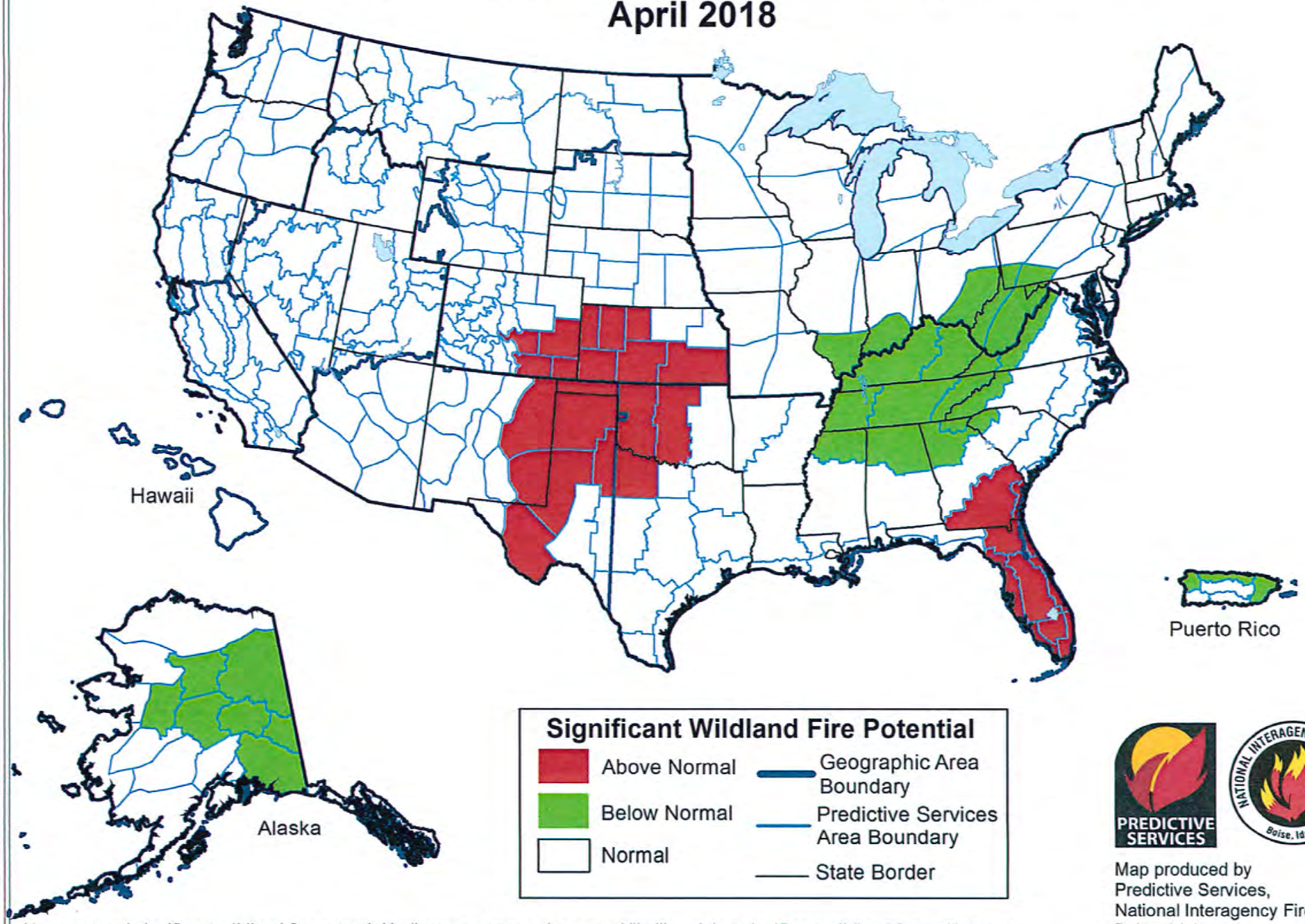
WFAS-MAPS National Interagency Fire Center

Energy Release Component Percentile
Southwest Coordination Center




SIG - swa_az_station
2000 - 2017
Energy Release Component
100
80
60
40
20
0
97%
90%
1/1
2/1
3/1
4/1
5/1
6/1
7/1
8/1
9/1
10/1
11/1
12/1
Avg
Max
2018
3 Day Periods
Model: 7G
6526 Wx Observations
FF+4.2 build 24.19 04/25/2018-17:01

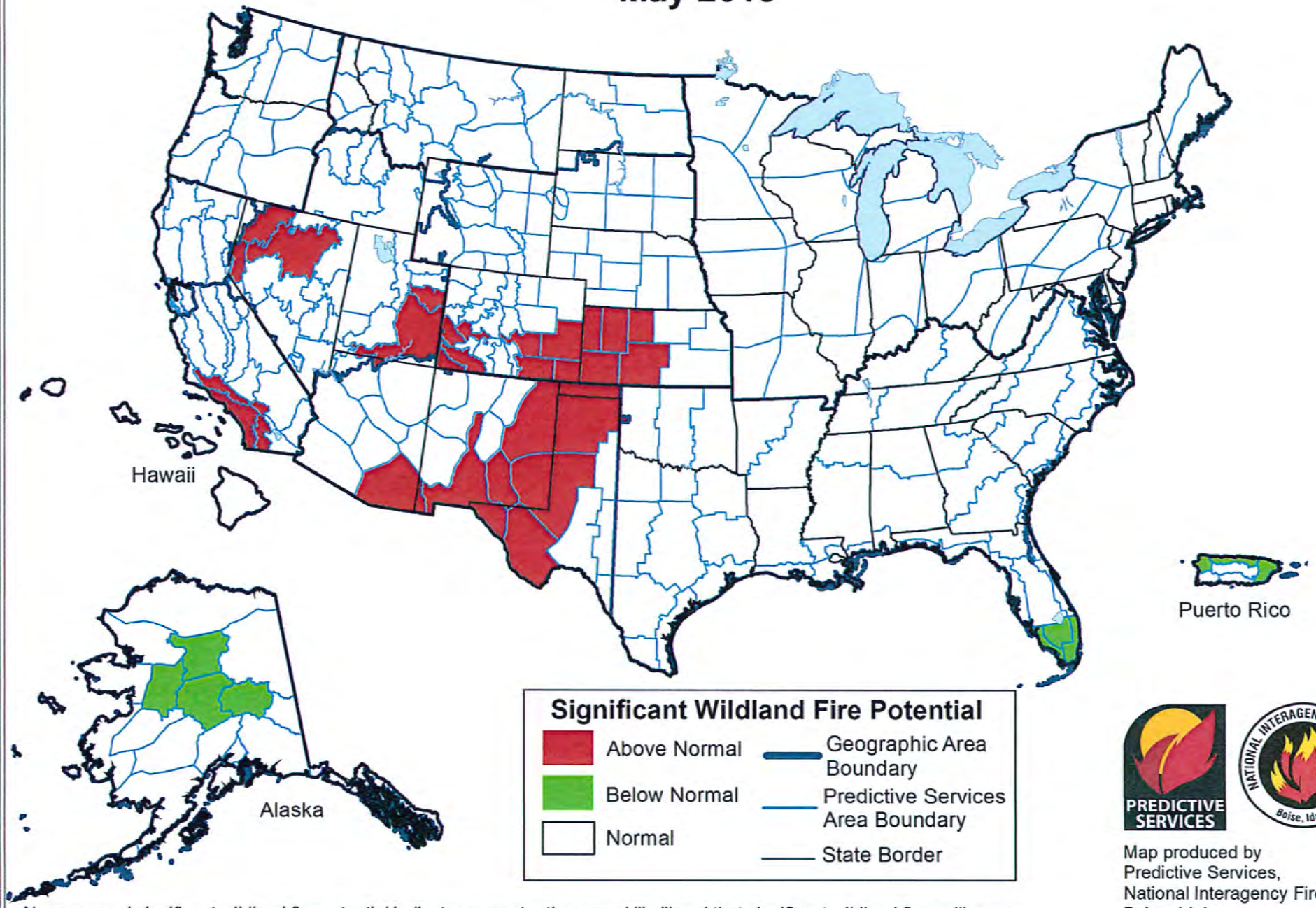
Significant Wildland Fire Potential Outlook
April 2018



Above normal significant wildland fire potential indicates a greater than usual likelihood that significant wildland fires will occur. Significant wildland fires should be expected at typical times and intervals during normal significant wildland fire potential conditions. Significant wildland fires are still possible but less likely than usual during forecasted below normal periods.

Map produced by
Predictive Services,
National Interagency Fire Center
Boise, Idaho
Issued April 1, 2018
Next issuance May 1, 2018

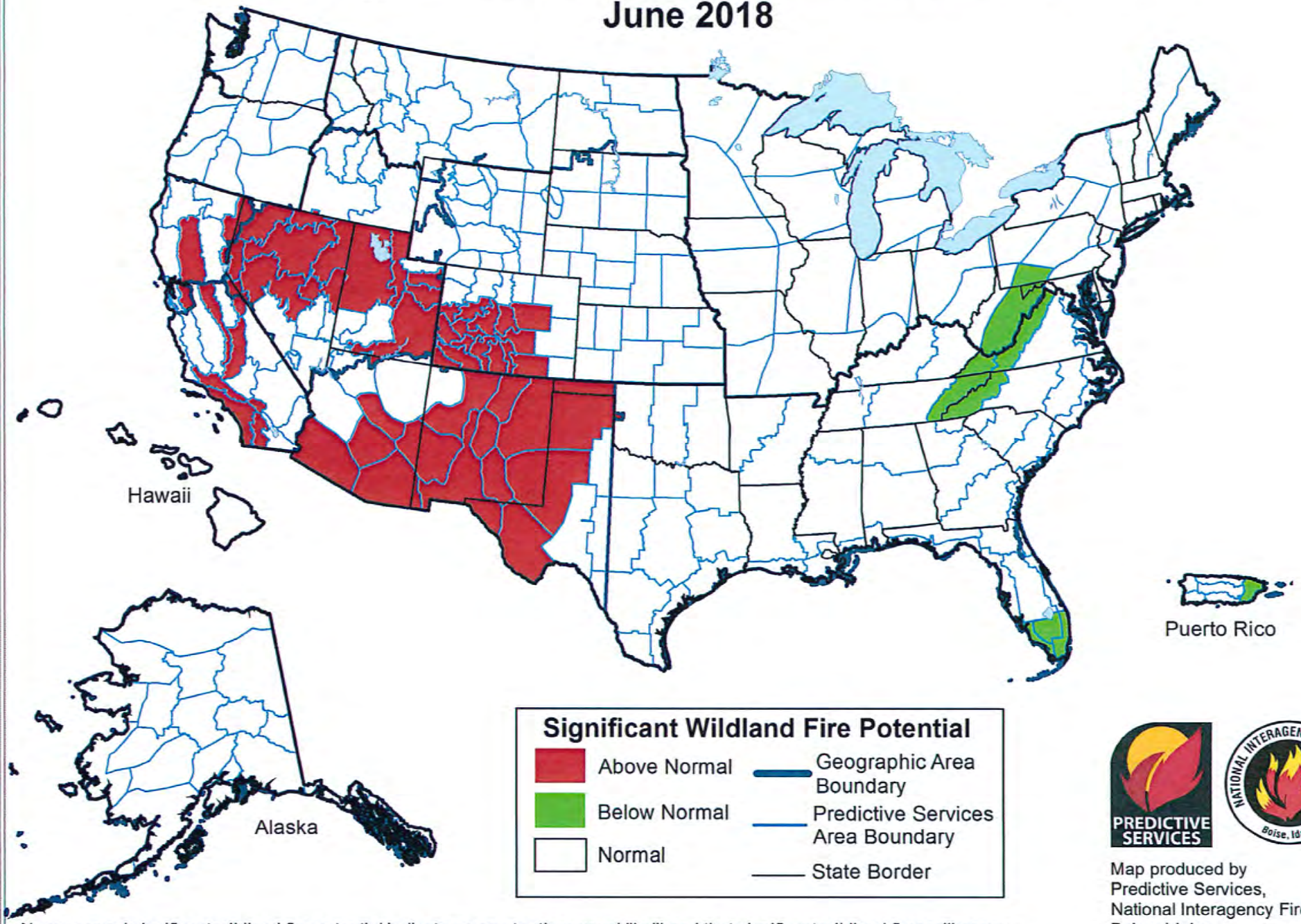
Significant Wildland Fire Potential Outlook
May 2018



Above normal significant wildland fire potential indicates a greater than usual likelihood that significant wildland fires will occur.
Significant wildland fires should be expected at typical times and intervals during normal significant wildland fire potential conditions.
Significant wildland fires are still possible but less likely than usual during forecasted below normal periods.

Map produced by
Predictive Services,
National Interagency Fire Center
Boise, Idaho
Issued April 1, 2018
Next issuance May 1, 2018

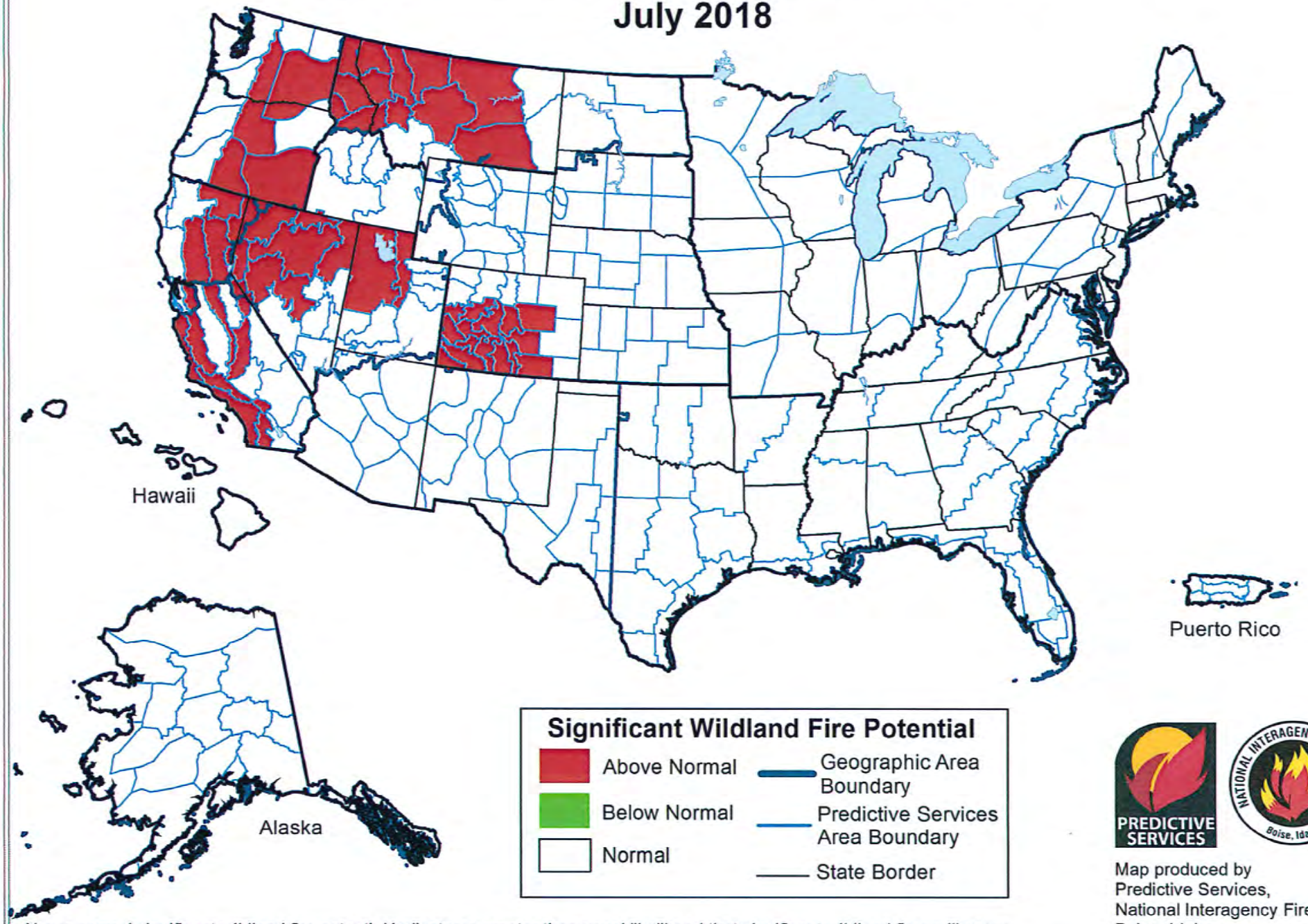
Significant Wildland Fire Potential Outlook
June 2018



Above normal significant wildland fire potential indicates a greater than usual likelihood that significant wildland fires will occur.
Significant wildland fires should be expected at typical times and intervals during normal significant wildland fire potential conditions.
Significant wildland fires are still possible but less likely than usual during forecasted below normal periods.

Map produced by
Predictive Services,
National Interagency Fire Center
Boise, Idaho
Issued April 1, 2018
Next issuance May 1, 2018

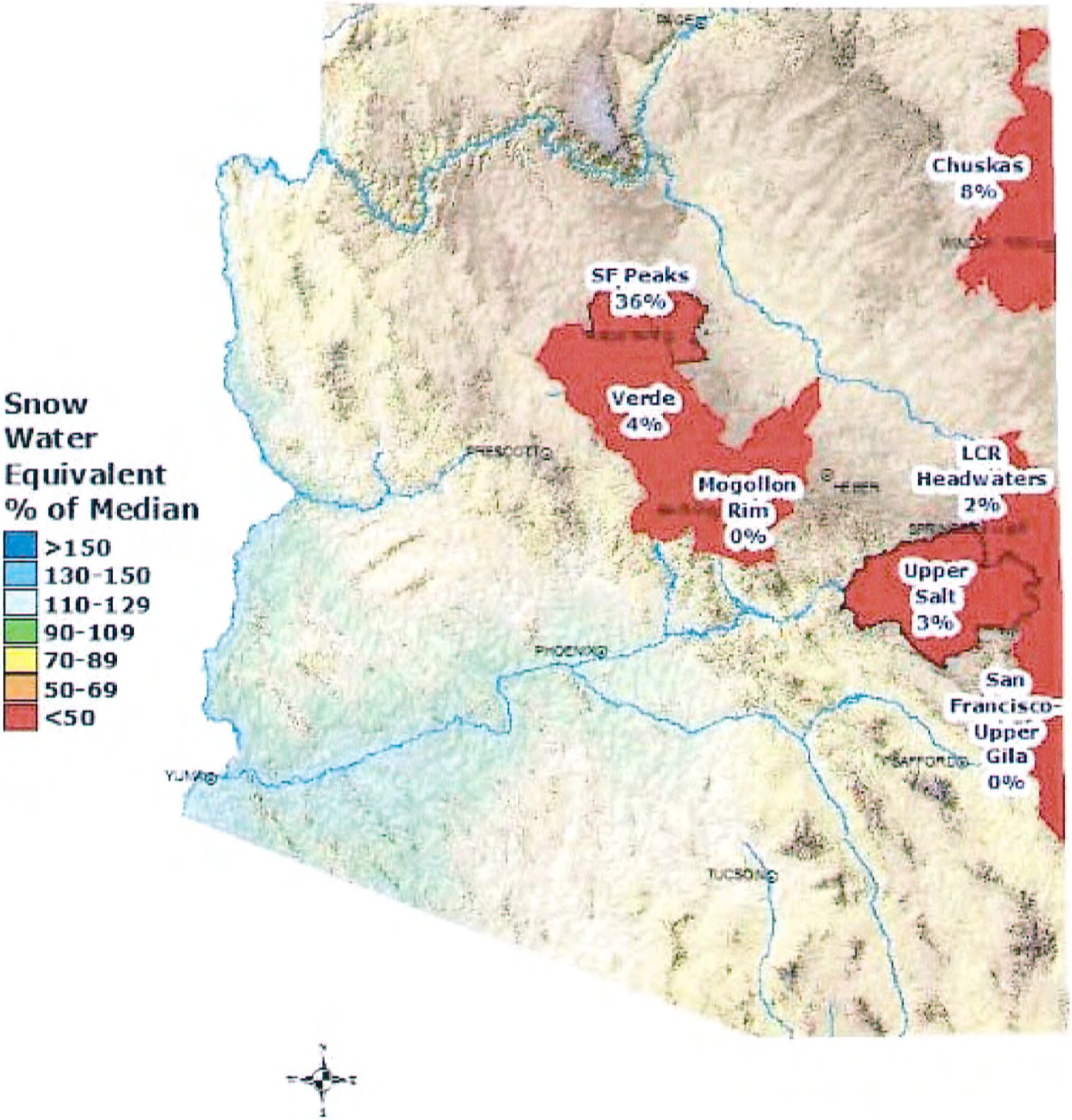
Significant Wildland Fire Potential Outlook
July 2018



Above normal significant wildland fire potential indicates a greater than usual likelihood that significant wildland fires will occur.
Significant wildland fires should be expected at typical times and intervals during normal significant wildland fire potential conditions.
Significant wildland fires are still possible but less likely than usual during forecasted below normal periods.

Map produced by
Predictive Services,
National Interagency Fire Center
Boise, Idaho
Issued April 1, 2018
Next issuance May 1, 2018

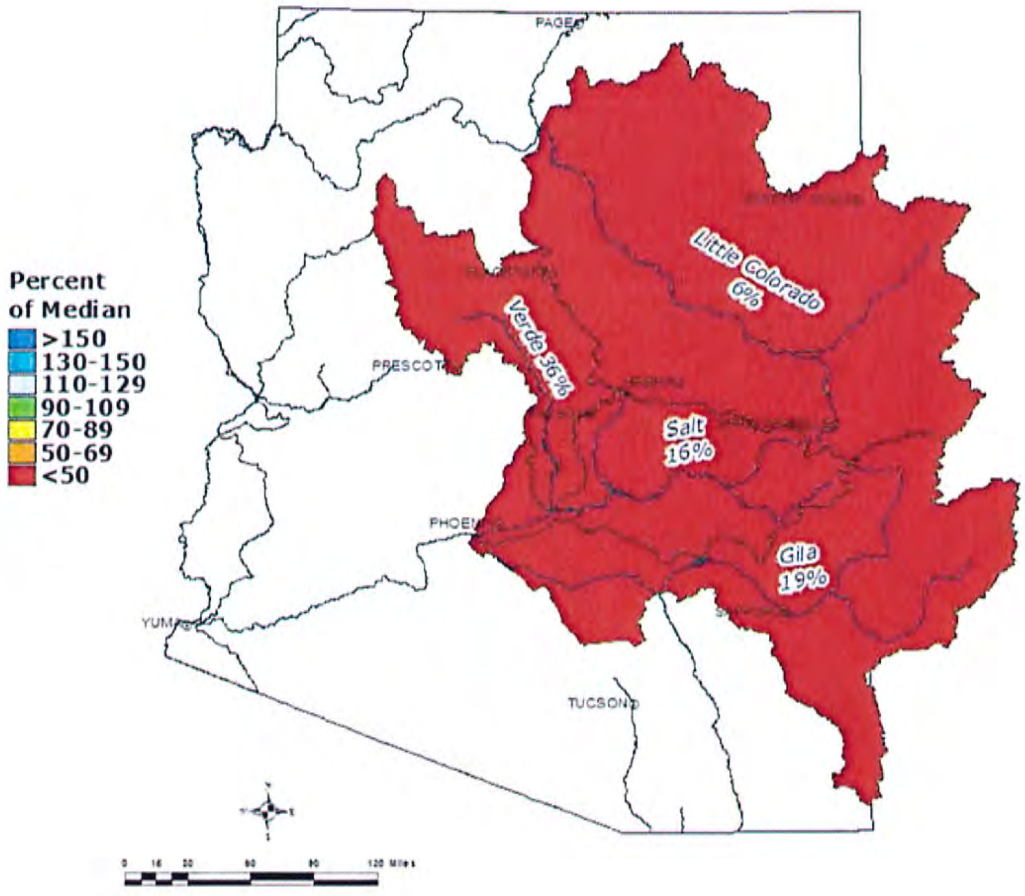
Arizona
Snow Water Equivalent
as of April 1, 2018



STREAMFLOW

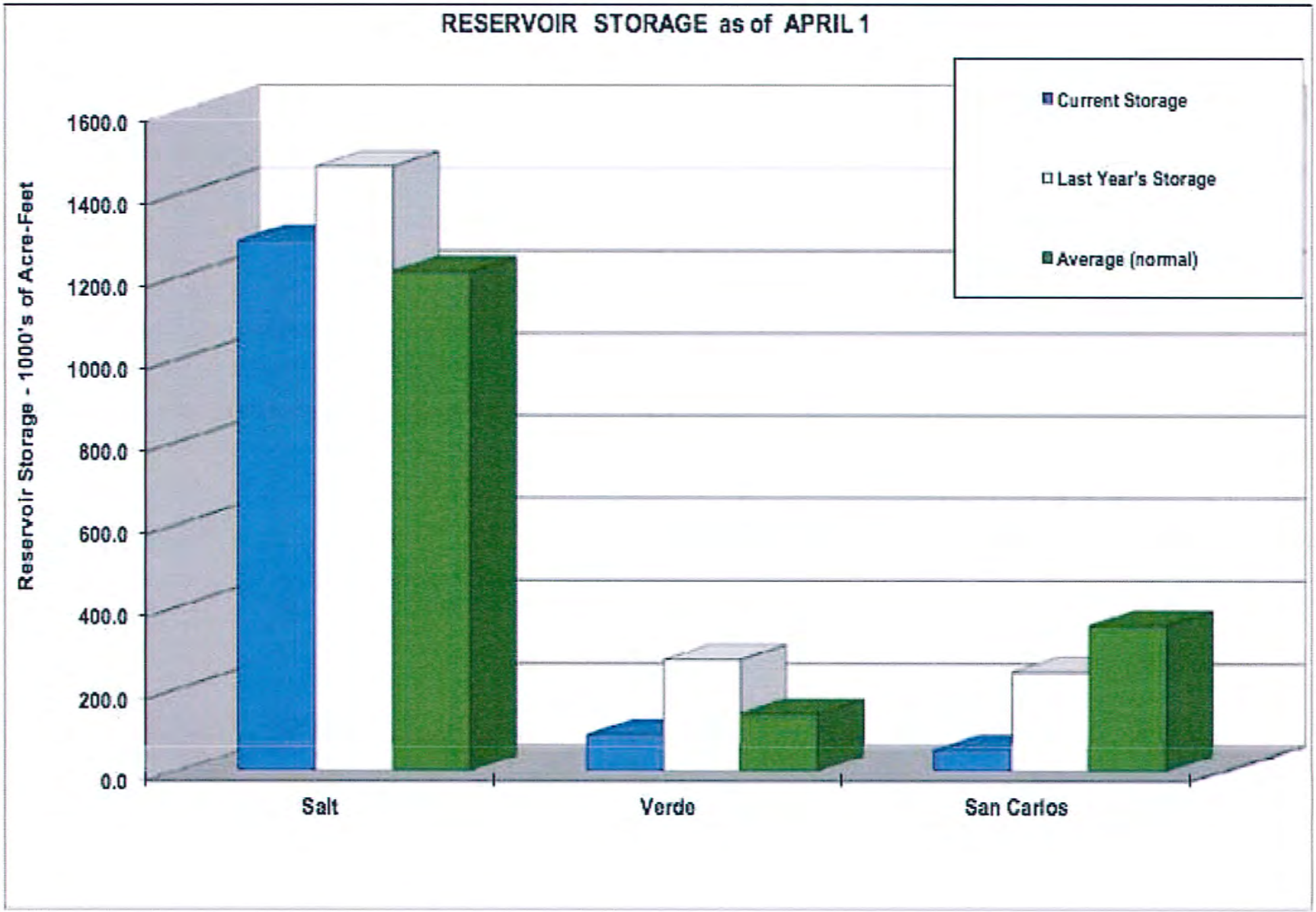
As of April 1, the forecast calls for well below normal streamflow for the spring runoff period, ranging from 6 percent of median in the Little Colorado River above Lyman Lake to 36 percent of median in the Verde River above Horseshoe Dam. Total precipitation since the beginning of the water year has been well below average, leaving dry soils, and producing less than ideal conditions for runoff. Please refer to the basin forecast tables found in this report for more information regarding water supply forecasts.

Arizona
Spring Streamflow Forecasts
as of April 1, 2018



RESERVOIR STORAGE

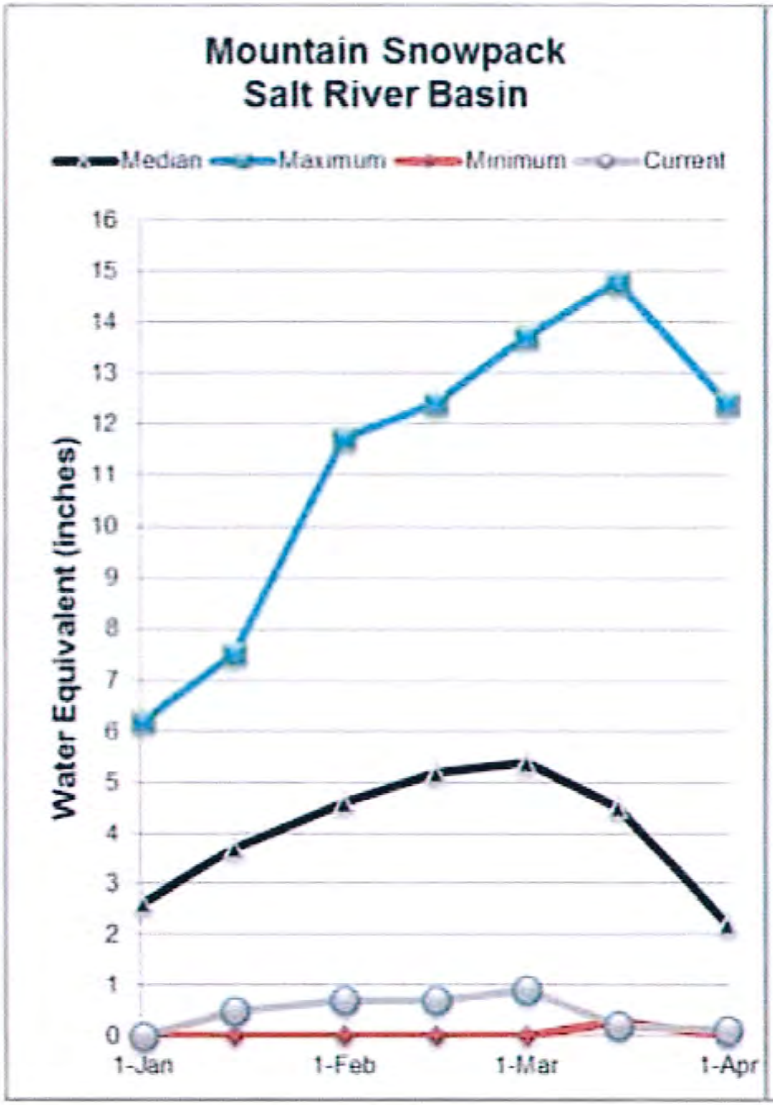
As of April 1, the Salt and Verde River reservoir system stands at 60 percent of capacity. San Carlos Reservoir is currently at 6 percent of capacity.

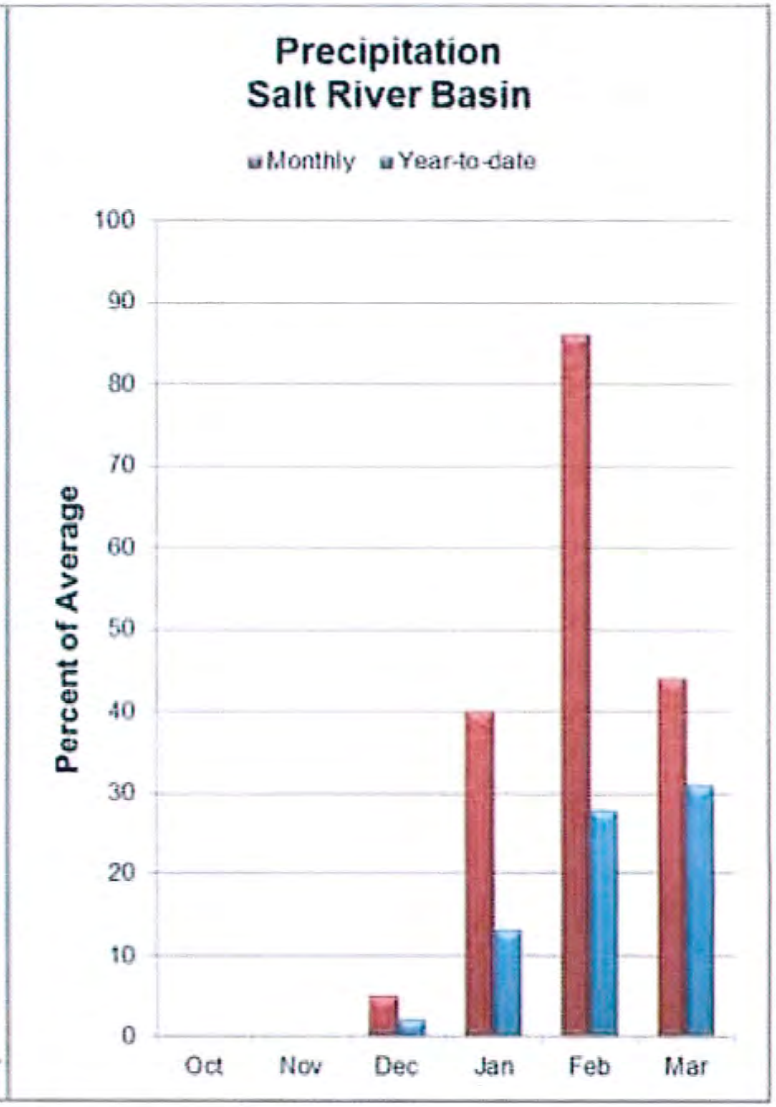


Key storage volumes displayed in thousands of acre-feet (x1000):

SALT RIVER BASIN as of April 1, 2018

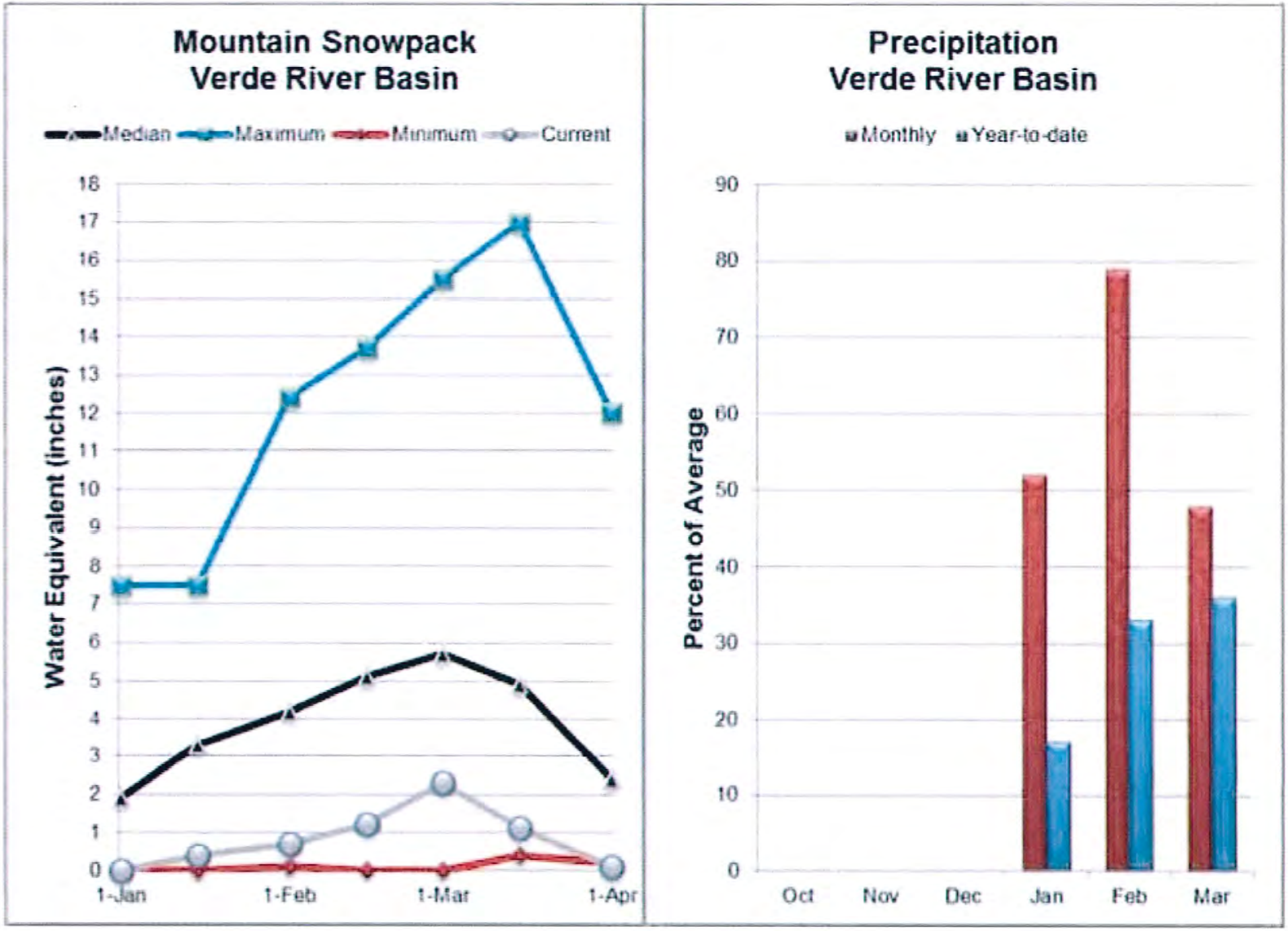
Well below normal streamflow levels are forecast for the basin. In the Salt River, near Roosevelt, the forecast calls for 16% of median streamflow through May, while at Tonto Creek, the forecast calls for 28% of median streamflow through May. Snow survey measurements show the Salt snowpack to be at 3% of median. Note that there was no measurable precipitation during the months of October and November.





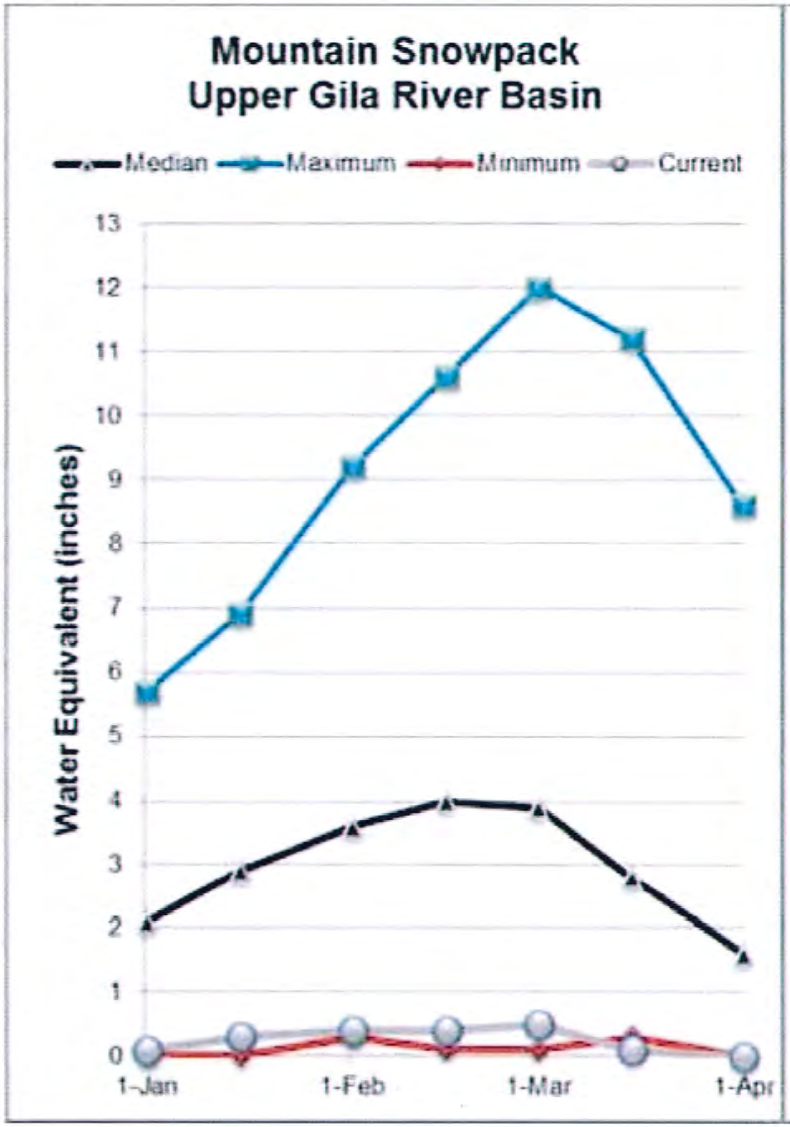
VERDE RIVER BASIN as of April 1, 2018

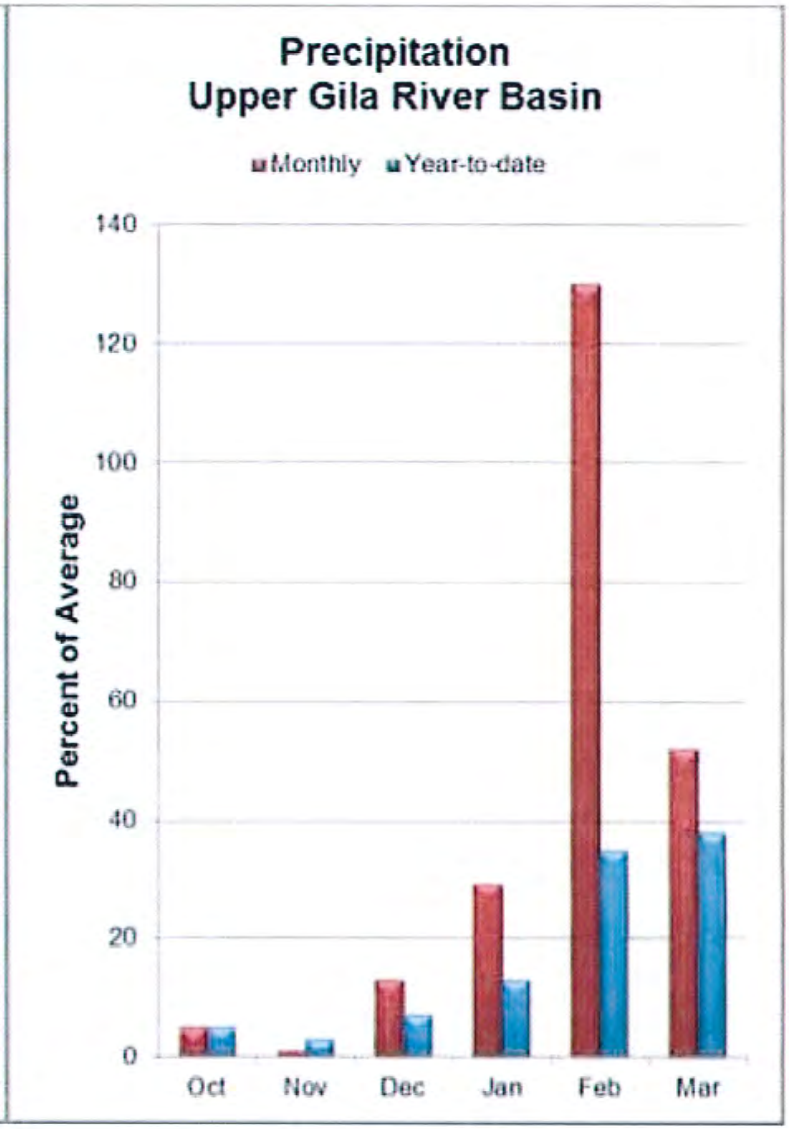
Well below normal streamflow levels are forecast for the basin. In the Verde River above Horseshoe Dam, the forecast calls for 36% of median streamflow through May. Snow survey measurements show the Verde snowpack to be at 4% of median. Note that there was no measurable precipitation during the months of October, November, and December.



SAN FRANCISCO-UPPER GILA RIVER BASIN as of April 1, 2018

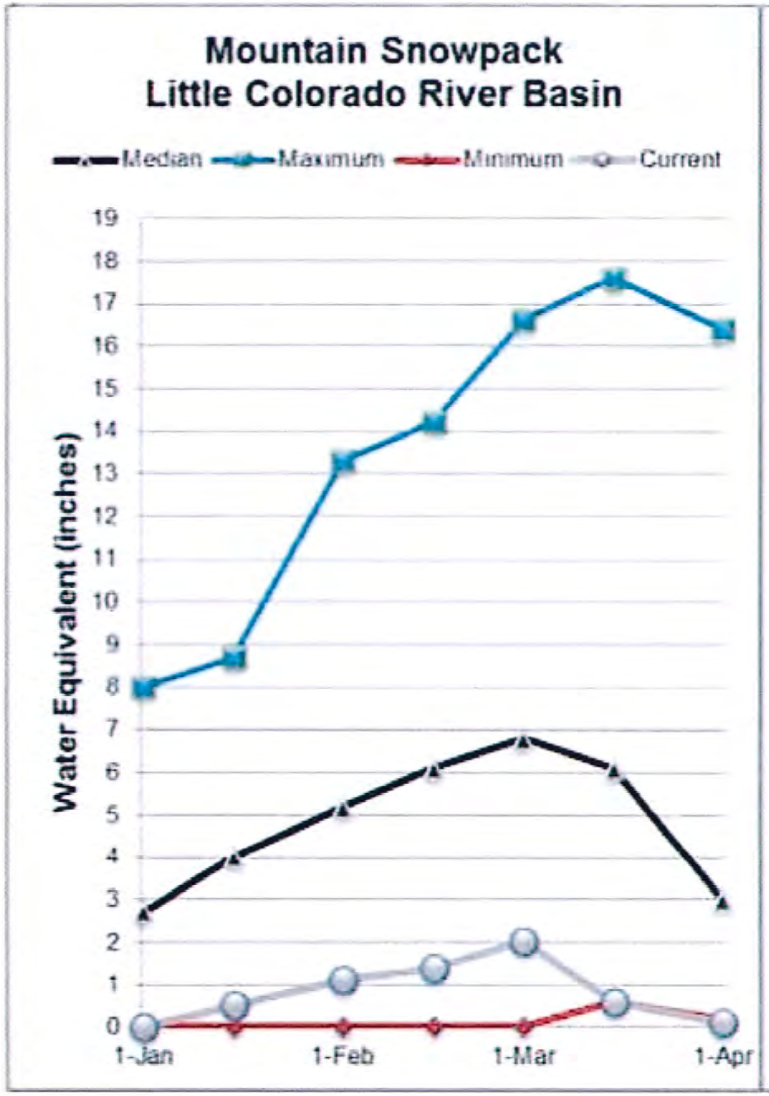
Well below normal streamflow levels are forecast for the basin. In the San Francisco River, at Clifton, the forecast calls for 28% of median streamflow levels through May. In the Gila River, near Solomon, the forecast calls for 19% of median streamflow levels through May. At San Carlos Reservoir, inflow to the lake is forecast at 5% of median through May. Snow survey measurements show the snowpack for this basin to be at 0% of median.

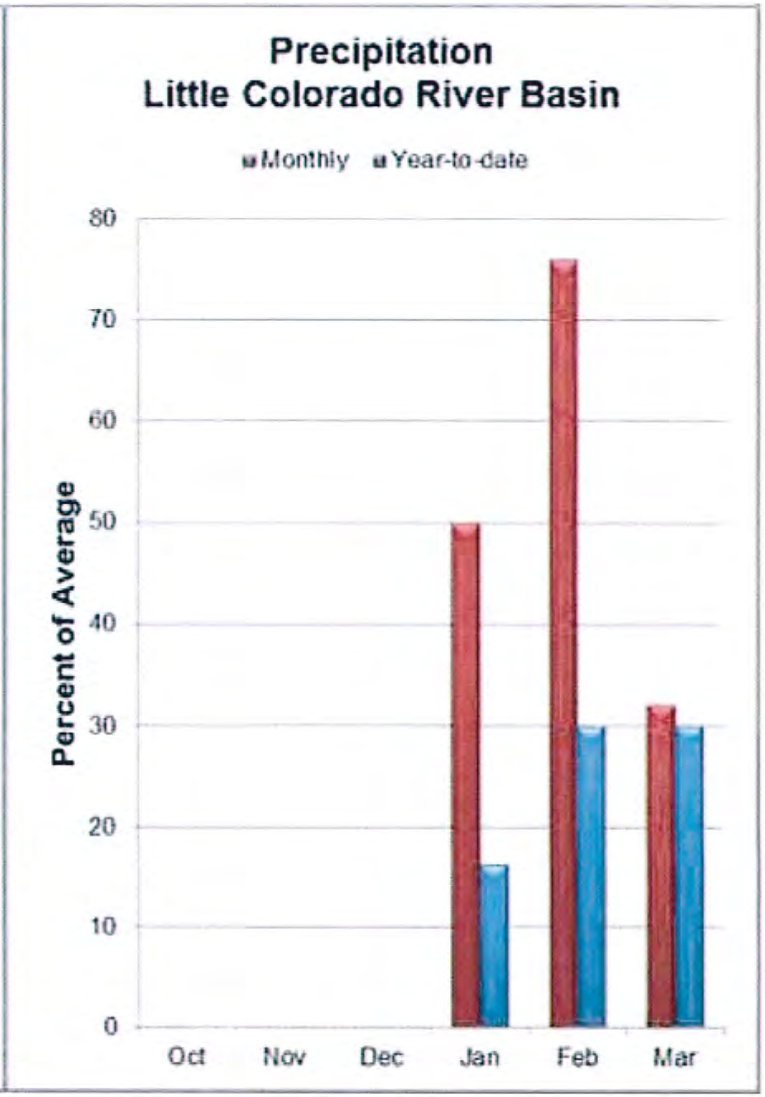




LITTLE COLORADO RIVER BASIN as of April 1, 2018

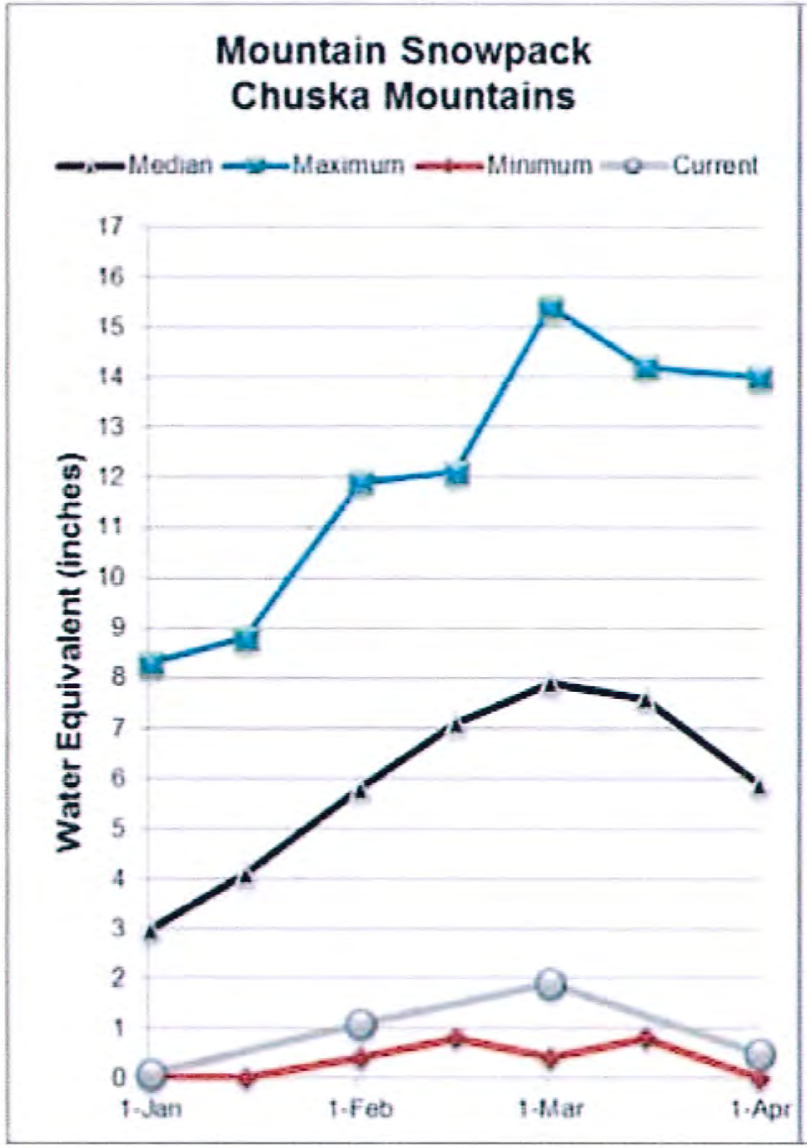
Well below normal streamflow levels are forecast for the basin. In the Little Colorado River, above Lyman Lake, the forecast calls for 6% of median streamflow through June. At Blue Ridge (C.C. Cragin) Reservoir, inflow to the lake is forecast at 11% of median through May. Snowpacks along the southern headwaters of the Little Colorado River, and along the central Mogollon Rim, were measured at 2% and 0% of median, respectively. Note that there was no measurable precipitation during the months of October, November, and December.

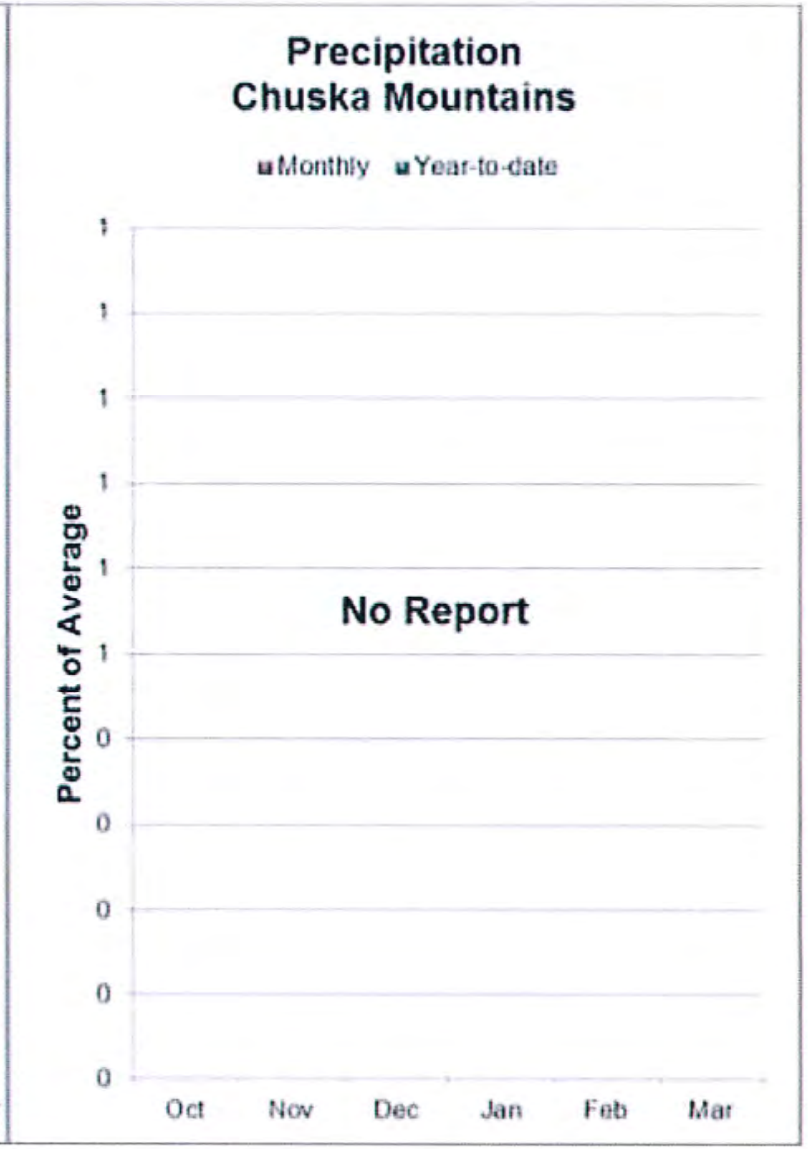




CHUSKA MOUNTAINS as of April 1, 2018

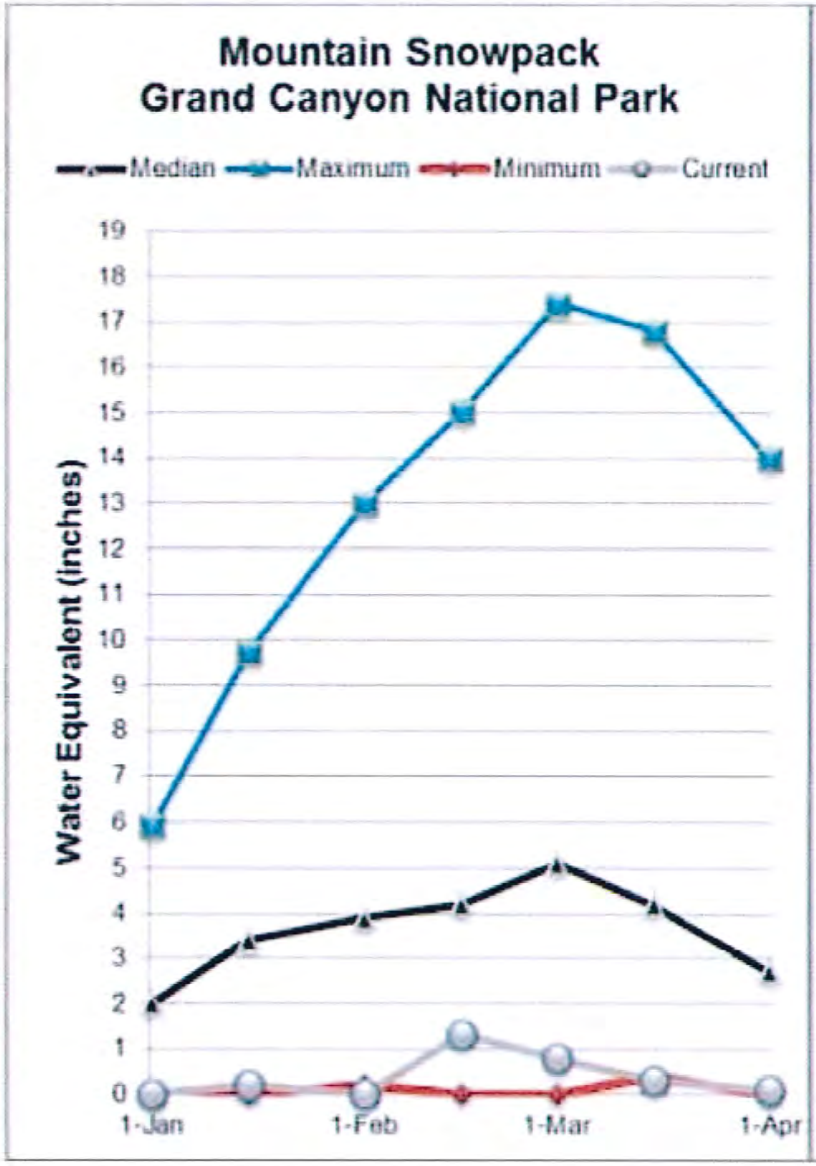
Snow survey measurements conducted by staff of the Navajo Nation Water Management Branch show the Chuska snowpack to be at 8% of median. The forecast calls for well below normal runoff for Wheatfields Creek, Captain Tom Wash, and Bowl Canyon Creek.

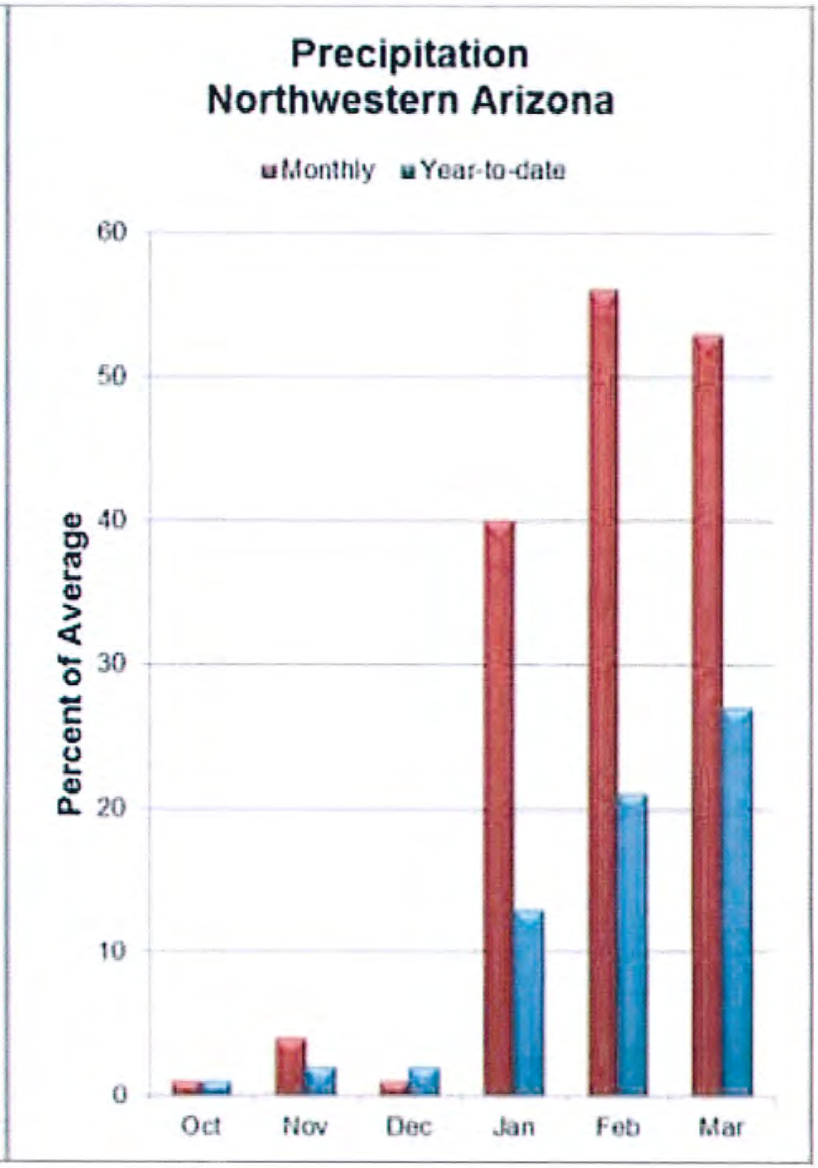




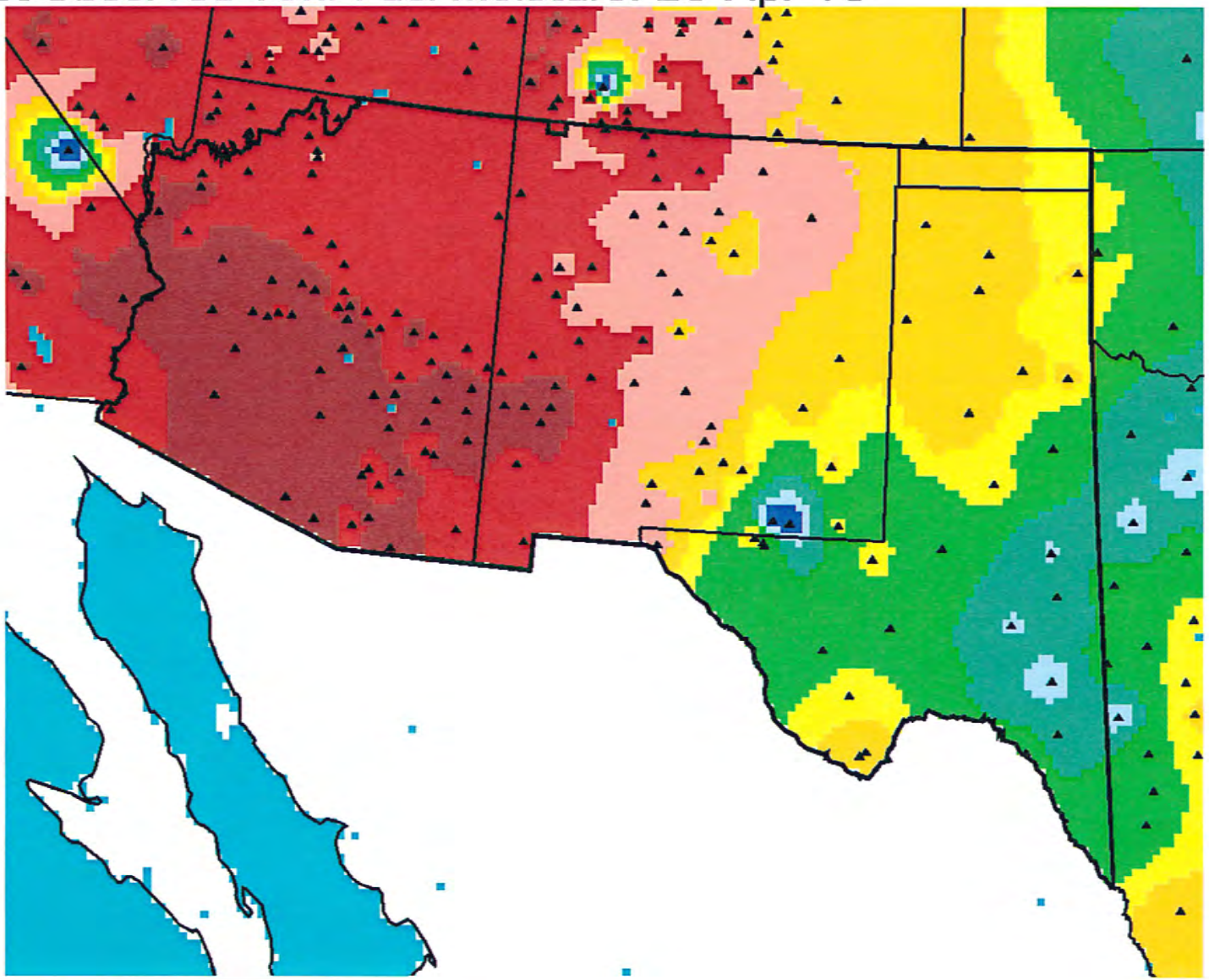
NORTHWESTERN ARIZONA as of April 1, 2018

On the Colorado River, well below normal inflow to Lake Powell is forecast at 38% of the 30-year average for the forecast period April-July. At the Grand Canyon, measurements conducted by park rangers show the snowpack to be at 2% of median.





Southwest Observed 10hr Fuel Moisture: 25-Apr-18



LEGEND

1-2%	9-10%	> 25%
3-4%	11-15%	Water
5-6%	16-20%	
7-8%	21-25%	

FireLab
MISSOULA, MONTANA

WFAS-MAPS National Interagency Fire Center

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature: 4/16/18

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval for the remaining parcels from the 2011 back tax deed property to be reduced to 10% of the Full Cash Value.

BOS Meeting Date Requested: May 1, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: See Email

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

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Approved by the BOS Oct. 20, 2015

Beth Bond

From: Joe Young
Sent: Monday, April 16, 2018 4:47 PM
To: Beth Bond
Subject: RE: Agenda Item for May 1st - Deed property

As these were the parcels that have not been sold, and did not sell at auction, I am fine with the agenda item. I will sign at agenda review.

-----Original Message-----
From: Beth Bond [mailto:bbond@co.apache.az.us]
Sent: Monday, April 16, 2018 4:44 PM
To: Joe Young
Subject: Agenda Item for May 1st - Deed property

Joe, Please review the attached agenda item. I am taking the remaining property from the 2011 deed auction before the BOS on May 1st. I am attempting to have the BOS reduce the property down to 10% of FCV like they did on the 2018 deed property.

BTW, I have sold all of about 30 of the 1100 parcels from that 2018 sale, putting the property back on the tax rolls.

Thanks so much!

Beth Bond
Assistant Clerk of the Board
928-337-7502

Supervisors,

There are approximately 200 parcels remaining from the 2011 back tax land sale. These are parcels that have been struck off the tax rolls for nonpayment of taxes, been offered at a public auction and are now available for purchase by the public "over the counter".

When the parcels are purchased at either the public auction or over the counter, they are then placed back on the tax rolls and begin to generate revenue for the County.

I am requesting the 200 parcels be reduced to 10% of the full cash value. This is consistent with the price set by the BOS at the 2018 back tax land sale where 1070 of the 1100 parcels have been sold.

Thank you,

Beth Bond

For information on the purchase of property on the Deed List, please contact Beth Bond at (928) 337-7502 or email bbond@co.apache.az.us

Deed Sale List Updated 4/16/2018

For information on the
purchase of property on the
Deed List, please contact Beth Bond
at (928) 337-7502 or email
bbond@co.apache.az.us

PARCEL NUMBER	LEGAL DESC	LAST KNOWN OWNER	AMT DUE	Parcel size	FCV	10% of FCV & Sale Price
102-05-023A	SEC 2,T7N,R27E,BEG E4 COR W 1323.5',S 1265',E 30' ' THIS PARCEL IS BEING USED AS A ROADWAY. 25' X 177'.	SOUTHWEST LAND ACQUISITION	$308.31	0.1	$ 15,145.00	$ 1,514.50
106-27-168	CEDAR RIDGE UNIT 2 LOT 168	WESTERN LAND	$2,026.63	1.04	$ 5,700.00	$ 570.00
106-27-312	CEDAR RIDGE COMM PARK LOT 113	MOUNTAIN STATES FIN & FCTRY	$2,281.23	0.16	$ 7,200.00	$ 720.00
106-27-313	CEDAR RIDGE COMM PARK LOT 114	MOUNTAIN STATES FIN & FCTRY	$2,281.23	0.16	$ 7,200.00	$ 720.00
106-27-327	CEDAR RIDGE COMM PARK LOT 128	MOUNTAIN STATES FIN & FCTRY	$2,281.61	0.19	$ 7,200.00	$ 720.00
106-27-328	CEDAR RIDGE COMM PARK LOT 129	HOLMES ALICE L	$2,231.52	0.17	$ 7,200.00	$ 720.00
106-27-361	CEDAR RIDGE COMM PARK UNIT 2 LOT 17	SAGAN THOMAS J	$493.16	0.19	$ 7,200.00	$ 720.00
106-27-370	CEDAR RIDGE COMM PARK UNIT 2 LOT 26	SAGAN THOMAS J	$493.16	0.19	$ 7,200.00	$ 720.00
106-27-371	CEDAR RIDGE COMM PARK UNIT 2 LOT 27	SAGAN THOMAS J	$493.16	0.19	$ 7,200.00	$ 720.00
106-27-372	CEDAR RIDGE COMM PARK UNIT 2 LOT 28	SAGAN THOMAS J	$493.16	0.19	$ 7,200.00	$ 720.00
106-27-392	CEDAR RIDGE COMM PARK UNIT 2 LOT 48	SAGAN THOMAS J	$442.31	0.16	$ 7,200.00	$ 720.00
106-27-393	CEDAR RIDGE COMM PARK UNIT 2 LOT 49	SAGAN THOMAS J	$518.07	0.17	$ 7,200.00	$ 720.00
106-27-411	CEDAR RIDGE COMM PARK UNIT 2 LOT 67	SAGAN THOMAS J	$709.22	0.23	$ 7,200.00	$ 720.00
106-27-412	CEDAR RIDGE COMM PARK UNIT 2 LOT 68	SAGAN THOMAS J	$709.22	0.23	$ 7,200.00	$ 720.00

106-27-413	CEDAR RIDGE COMM PARK UNIT 2 LOT 69	SAGAN THOMAS J	$709.22	0.23	$	7,200.00	$ 720.00
106-27-414	CEDAR RIDGE COMM PARK UNIT 2 LOT 70	SAGAN THOMAS J	$709.22	0.23	$	7,200.00	$ 720.00
106-28-087	CEDAR RIDGE UNIT 1 LOT 87	HERITAGE TRUST CO	$2,135.98	1.21	$	5,700.00	$ 570.00
106-28-088	CEDAR RIDGE UNIT 1 LOT 88	HERITAGE TRUST CO	$2,012.21	1.1	$	5,700.00	$ 570.00
106-28-096	CEDAR RIDGE UNIT 1 LOT 96	HERITAGE TRUST CO	$2,149.58	1.16	$	5,700.00	$ 570.00
106-28-097	CEDAR RIDGE UNIT 1 LOT 97	HERITAGE TRUST CO	$2,014.43	1.04	$	5,700.00	$ 570.00
106-28-098	CEDAR RIDGE UNIT 1 LOT 98	HERITAGE TRUST CO	$2,038.30	1.06	$	5,700.00	$ 570.00
107-15-328	SHOW LOW PARADISE UNIT 1 LOT 328	HOLDER FRANCES	$2,665.06	1.09	$	2,100.00	$ 210.00
107-33-003	CONCHO LAKELAND #5 LOT 836	PYRAMID PLANNERS ASSURANCE CO	$1,068.82	2.54	$	575.00	$ 57.50
107-33-004	CONCHO LAKELAND #5 LOT 837	PYRAMID PLANNERS ASSURANCE CO	$1,068.82	2.55	$	575.00	$ 57.50
107-33-005	CONCHO LAKELAND #5 LOT 838	PYRAMID PLANNERS ASSURANCE CO	$1,068.82	2.56	$	575.00	$ 57.50
107-33-006	CONCHO LAKELAND #5 LOT 839	PYRAMID PLANNERS ASSURANCE CO	$1,068.82	2.57	$	575.00	$ 57.50
107-33-007	CONCHO LAKELAND #5 LOT 840	PYRAMID PLANNERS ASSURANCE CO	$1,068.82	4.2	$	575.00	$ 57.50
107-33-008	CONCHO LAKELAND #5 LOT 841	PYRAMID PLANNERS ASSURANCE CO	$1,068.82	3.9	$	575.00	$ 57.50
107-33-009	CONCHO LAKELAND #5 LOT 842	PYRAMID PLANNERS ASSURANCE CO	$1,068.82	2.01	$	575.00	$ 57.50
107-33-010	CONCHO LAKELAND #5 LOT 843	PYRAMID PLANNERS ASSURANCE CO	$1,068.82	2.01	$	575.00	$ 57.50
107-33-011	CONCHO LAKELAND #5 LOT 844	PYRAMID PLANNERS ASSURANCE CO	$1,068.82	2.01	$	575.00	$ 57.50
107-33-012	CONCHO LAKELAND #5 LOT 845	PYRAMID PLANNERS ASSURANCE CO	$1,068.82	2.01	$	575.00	$ 57.50
107-35-010	CONCHO LAKELAND UNIT 6 LOT 10 BLK 1	COMBINED EQUITY ASSURANCE CO	$915.80	0.18	$	575.00	$ 57.50
107-35-136	CONCHO LAKELAND UNIT 6 LOT 15 BLK 3	COMBINED EQUITY ASSURANCE CO	$865.80	0.17	$	575.00	$ 57.50
107-35-210	CONCHO LAKELAND UNIT 6 LOT 4 BLK 7	CALDWELL GLEN & ALICE JT	$865.80	0.19	$	575.00	$ 57.50
107-35-215	CONCHO LAKELAND UNIT 6 LOT 9 BLK 7	CHERRY JOE D & DAWN JT	$865.80	0.22	$	575.00	$ 57.50
107-35-290	CONCHO LAKELAND UNIT 6 LOT 5 BLK 10	COMBINED EQUITY ASSURANCE CO	$865.80	0.25	$	575.00	$ 57.50
107-35-291	CONCHO LAKELAND UNIT 6 LOT 6 BLK 10	COMBINED EQUITY ASSURANCE CO	$865.80	0.25	$	575.00	$ 57.50
107-35-370	CONCHO LAKELAND UNIT 6 LOT 5 BLK 13	COMBINED EQUITY ASSURANCE CO	$865.80	0.27	$	575.00	$ 57.50
107-35-371	CONCHO LAKELAND UNIT 6 LOT 6 BLK 13	COMBINED EQUITY ASSURANCE CO	$865.80	0.27	$	575.00	$ 57.50
107-35-496	CONCHO LAKELAND UNIT 6 LOT 2 BLK 19	AMCA INC	$865.80	0.29	$	575.00	$ 57.50
107-35-497	CONCHO LAKELAND UNIT 6 LOT 3 BLK 19 (TRACT "A"	COMBINED EQUITY ASSURANCE CO	$865.80	0.29	$	575.00	$ 57.50
107-35-498	CONCHO LAKELAND UNIT 6 LOT 4 BLK 19	AMCA INC	$865.80	0.29	$	575.00	$ 57.50
107-35-499	CONCHO LAKELAND UNIT 6 LOT 5 BLK 19	ELBERT LOUIS & IRMA C JT	$4,152.89	0.3	$	575.00	$ 57.50
107-35-500	CONCHO LAKELAND UNIT 6 LOT 6 BLK 19	RAND ROGER E & MARSHA E JT	$865.80	0.44	$	575.00	$ 57.50
107-35-501	CONCHO LAKELAND UNIT 6 LOT 7 BLK 19	RAND ROGER E & MARSHA E JT	$722.94	0.53	$	575.00	$ 57.50
107-35-502	CONCHO LAKELAND UNIT 6 LOT 11 BLK 19 (TRACT "A	COMBINED EQUITY ASSURANCE CO	$722.94	0.19	$	575.00	$ 57.50
107-35-503	CONCHO LAKELAND UNIT 6 LOT 26 BLK 19	COMBINED EQUITY ASSURANCE CO	$865.80	0.27	$	575.00	$ 57.50
107-35-504	CONCHO LAKELAND UNIT 6 LOT 27 BLK 19 (TRACT "A	COMBINED EQUITY ASSURANCE CO	$865.80	0.27	$	575.00	$ 57.50
107-35-505	CONCHO LAKELAND UNIT 6 LOT 28 BLK 19	AMCA INC	$865.80	0.34	$	575.00	$ 57.50
107-35-506	CONCHO LAKELAND UNIT 6 LOT 29 BLK 19	SIEFKES WILLIAM F & DARLENE J	$865.80	0.34	$	575.00	$ 57.50
201-06-252	SHOW LOW PINES UNIT 8 LOT 252	SLOTTERBECK TERRY & DIANE C/O VLCE	$4,138.54	2.09	$	1,290.00	$ 129.00
204-11-414	322.18X599.27X205.06X287.73X592.66' IN SEC 19 14	EMPIRE PROPERTIES INC	$5,403.78	5.92	$	3,848.00	$ 384.80
204-11-415	291.56X364.27X592.66X315.28X188.50' IN SEC 19 14	EMPIRE PROPERTIES INC	$4,394.47	4.48	$	2,912.00	$ 291.20
204-11-867	GREEN VALLEY FARMS #5 LOT 867	FIVE S INVESTORS	$1,102.29	1.1	$	715.00	$ 71.50
204-11-869	GREEN VALLEY FARMS #5 LOT 869	CHICAGO TITLE CO	$1,799.83	1.05	$	683.00	$ 68.30
204-11-870	GREEN VALLEY FARMS #5 LOT 870	CHICAGO TITLE CO	$1,606.69	1.05	$	683.00	$ 68.30
204-11-871	GREEN VALLEY FARMS #5 LOT 871	CHICAGO TITLE CO	$1,730.73	1.05	$	683.00	$ 68.30

204-11-873	GREEN VALLEY FARMS #5 LOT 873	CHICAGO TITLE CO	$1,695.81	1.05	$	683.00	$	68.30
204-11-874	GREEN VALLEY FARMS #5 LOT 874	CHICAGO TITLE CO	$1,695.81	1.05	$	683.00	$	68.30
204-11-876	GREEN VALLEY FARMS #5 LOT 876	CHICAGO TITLE CO	$1,628.56	1.05	$	683.00	$	68.30
204-11-877	GREEN VALLEY FARMS #5 LOT 877	CHICAGO TITLE CO	$1,695.81	1.05	$	683.00	$	68.30
204-11-878	GREEN VALLEY FARMS #5 LOT 878	CHICAGO TITLE CO	$1,695.81	1.05	$	683.00	$	68.30
204-11-879	GREEN VALLEY FARMS #5 LOT 879	CHICAGO TITLE CO	$1,695.81	1.05	$	683.00	$	68.30
204-11-882	GREEN VALLEY FARMS #5 LOT 882	CHICAGO TITLE CO	$1,628.56	1.05	$	683.00	$	68.30
204-11-883	GREEN VALLEY FARMS #5 LOT 883	CHICAGO TITLE CO	$1,695.81	1.05	$	683.00	$	68.30
204-11-884	GREEN VALLEY FARMS #5 LOT 884	FIVE S INVESTORS	$1,799.83	1.05	$	683.00	$	68.30
204-11-885	GREEN VALLEY FARMS #5 LOT 885	CHICAGO TITLE CO	$1,572.57	1.05	$	683.00	$	68.30
204-11-886	GREEN VALLEY FARMS #5 LOT 886	CHICAGO TITLE CO	$1,628.56	1.05	$	683.00	$	68.30
204-11-887	GREEN VALLEY FARMS #5 LOT 887	CHICAGO TITLE CO	$1,242.60	1.05	$	683.00	$	68.30
204-11-888	GREEN VALLEY FARMS #5 LOT 888	CHICAGO TITLE CO	$1,481.13	1.05	$	683.00	$	68.30
204-11-889	GREEN VALLEY FARMS #5 LOT 889	WHITE FRANKLIN D	$920.82	1.05	$	683.00	$	68.30
204-11-900	GREEN VALLEY FARMS #5 LOT 900	CHICAGO TITLE CO	$1,695.81	1.23	$	800.00	$	80.00
204-11-914	GREEN VALLEY FARMS #5 LOT 914	CHICAGO TITLE CO	$1,695.81	1.05	$	683.00	$	68.30
204-11-915	GREEN VALLEY FARMS #5 LOT 915	CHICAGO TITLE CO	$1,695.81	1.05	$	683.00	$	68.30
204-11-917	GREEN VALLEY FARMS #5 LOT 917	TOROK KARL	$678.10	1.05	$	683.00	$	68.30
204-11-918	GREEN VALLEY FARMS #5 LOT 918	TOROK KARL	$678.10	1.05	$	683.00	$	68.30
204-11-919	GREEN VALLEY FARMS #5 LOT 919	COUNTRY CLUB REALTY INC	$1,799.83	1.05	$	683.00	$	68.30
204-11-921	GREEN VALLEY FARMS #5 LOT 921	COUNTRY CLUB REALTY INC	$1,799.83	1.16	$	754.00	$	75.40
204-11-922	GREEN VALLEY FARMS #5 LOT 922	COUNTRY CLUB REALTY INC	$1,799.83	1.14	$	741.00	$	74.10
204-11-944	GREEN VALLEY FARMS #5 LOT 944	CHICAGO TITLE CO	1,826.02	1.26	$	819.00	$	81.90
204-11-945	GREEN VALLEY FARMS #5 LOT 945	CHICAGO TITLE CO	$1,242.60	1.08	$	702.00	$	70.20
204-11-948	GREEN VALLEY FARMS #5 LOT 948	MCDOUGALL FAMILY TRUST	$609.18	1.08	$	702.00	$	70.20
204-11-949	GREEN VALLEY FARMS #5 LOT 949	MCDOUGALL FAMILY TRUST	$609.18	1.08	$	702.00	$	70.20
204-11-950	GREEN VALLEY FARMS #5 LOT 950	CHICAGO TITLE CO	$1,628.56	1.08	$	702.00	$	70.20
204-11-951	GREEN VALLEY FARMS #5 LOT 951	MCDOUGALL FAMILY TRUST	$609.18	1.08	$	702.00	$	70.20
204-11-952	GREEN VALLEY FARMS #5 LOT 952	CHICAGO TITLE CO	$1,628.56	1.83	$	1,190.00	$	119.00
204-11-953	GREEN VALLEY FARMS #5 LOT 953	CHICAGO TITLE CO	$1,695.81	1.18	$	767.00	$	76.70
204-11-956	GREEN VALLEY FARMS #5 LOT 956	CHICAGO TITLE CO	$1,496.59	1.08	$	702.00	$	70.20
204-11-966	GREEN VALLEY FARMS #5 LOT 966	DEL R HAGGEN	$1,001.60	1.06	$	689.00	$	68.90
204-11-968	GREEN VALLEY FARMS #5 LOT 968	SETTLE NORBERT L	$1,799.83	1.08	$	702.00	$	70.20
204-11-970	GREEN VALLEY FARMS #5 LOT 970	ZIMAN MEYER L	$1,799.83	1.08	$	702.00	$	70.20
204-11-974	GREEN VALLEY FARMS #5 LOT 974	CHICAGO TITLE CO	$1,695.81	2.6	$	1,690.00	$	169.00
204-11-981	GREEN VALLEY FARMS #5 LOT 981	CHICAGO TITLE CO	$1,412.90	1.08	$	702.00	$	70.20
204-11-984	GREEN VALLEY FARMS #5 LOT 984	CHICAGO TITLE CO	$1,695.81	1.52	$	988.00	$	98.80
204-11-986	GREEN VALLEY FARMS #5 LOT 986	DAY NEIL & CARLA JT	$1,242.60	1.21	$	787.00	$	78.70
204-11-987	GREEN VALLEY FARMS #5 LOT 987	CHICAGO TITLE CO	$1,695.81	1.43	$	930.00	$	93.00
204-11-988	GREEN VALLEY FARMS #5 LOT 988	CHICAGO TITLE CO	$971.57	1.85	$	1,203.00	$	120.30
206-06-013	CEDAR HILLS UNIT 4 LOT 12	PANKOFF STEPHEN JOHN	$784.95	5	$	1,200.00	$	120.00
207-27-035	ARIZ PARK EST UNIT 1 LOT 373	HARDIN COLBURN S & CLARA E JT	$743.75	1.08	$	551.00	$	55.10
207-27-047	ARIZ PARK EST UNIT 1 LOT 385	HARDIN COLBURN S & CLARA E JT	$751.98	1.14	$	581.00	$	58.10
207-27-073	ARIZ PARK EST UNIT 1 LOT 411	ELSBERRY ALICE N & DWAYNE JT	$774.12	1.14	$	581.00	$	58.10

207-27-086	ARIZ PARK EST UNIT 1 LOT 424	GILKES MARTHA L SS	$772.36	1.05	$	536.00	$	53.60
207-27-115	ARIZ PARK EST UNIT 1 LOT 453	TURPIN FREDERICK B & RUTH M	$585.15	1.16	$	592.00	$	59.20
207-27-118	ARIZ PARK EST UNIT 1 LOT 456	WESTSTAR LOAN SERVICING CORP	$689.40	1.18	$	602.00	$	60.20
207-27-149	ARIZ PARK EST UNIT 1 LOT 487	MENGES SR FRED	$870.39	1.16	$	592.00	$	59.20
207-27-150	ARIZ PARK EST UNIT 1 LOT 488	MENGES SR FRED	$870.39	1.16	$	592.00	$	59.20
207-27-153	ARIZ PARK EST UNIT 1 LOT 491	MILLER GENE & SANDRA L JT	$1,095.64	1.07	$	546.00	$	54.60
207-27-211	ARIZ PARK EST UNIT 1 LOT 549	STURM CHARLES R & ARLENE E JT	$1,287.39	1.16	$	592.00	$	59.20
207-27-212	ARIZ PARK EST UNIT 1 LOT 550	STURM CHARLES R & ARLENE E JT	$1,287.39	1.16	$	592.00	$	59.20
207-27-215	ARIZ PARK EST UNIT 1 LOT 553	NIDEVER HAROLD A	$547.14	1.16	$	592.00	$	59.20
207-27-216	ARIZ PARK EST UNIT 1 LOT 554	NIDEVER HAROLD A	$554.60	1.2	$	612.00	$	61.20
207-27-228	ARIZ PARK EST UNIT 1 LOT 566	EHLERS IRVING H & EHLERS MABEL K J	$742.21	1.07	$	546.00	$	54.60
207-27-231	ARIZ PARK EST UNIT 1 LOT 569	BANTA VICTOR R	$540.51	1.16	$	592.00	$	59.20
207-27-234	ARIZ PARK EST UNIT 1 LOT 572	BANTA VICTOR R	$582.06	1.16	$	592.00	$	59.20
207-27-235	ARIZ PARK EST UNIT 1 LOT 573	CHASE SERVICE CORP	$1,009.58	1.16	$	592.00	$	59.20
207-27-236	ARIZ PARK EST UNIT 1 LOT 574	CHASE SERVICE CORP	$1,009.58	1.16	$	592.00	$	59.20
207-27-245	ARIZ PARK EST UNIT 1 LOT 583	SWAN MARGARET E	$650.00	1.07	$	546.00	$	54.60
207-27-246	ARIZ PARK EST UNIT 1 LOT 584	SWAN MARGARET E	$651.38	1.07	$	546.00	$	54.60
207-27-251	ARIZ PARK EST UNIT 1 LOT 589	COON JOHN D & MARIAN A ET AL JT	$710.18	1.16	$	592.00	$	59.20
207-27-254	ARIZ PARK EST UNIT 1 LOT 592	CHASE SERVICE CORP	$504.50	1.16	$	592.00	$	59.20
207-27-259	ARIZ PARK EST UNIT 1 LOT 597	CHASE SERVICE CORP	$504.50	1.16	$	592.00	$	59.20
207-27-260	ARIZ PARK EST UNIT 1 LOT 598	CHASE SERVICE CORP	$516.27	1.22	$	622.00	$	62.20
207-27-263	ARIZ PARK EST UNIT 1 LOT 601	ERICKSON JANE M & DOROTHY M JT	$906.98	1.16	$	592.00	$	59.20
207-27-280	ARIZ PARK EST UNIT 1 LOT 618	CHASE SERVICE CORP	$504.50	1.16	$	592.00	$	59.20
207-27-281	ARIZ PARK EST UNIT 1 LOT 619	CHASE SERVICE CORP	$504.50	1.16	$	592.00	$	59.20
207-27-286	ARIZ PARK EST UNIT 1 LOT 624	SWAN MARGARET E	$650.11	1.07	$	546.00	$	54.60
207-27-287	ARIZ PARK EST UNIT 1 LOT 625	SWAN MARGARET E	$650.11	1.07	$	546.00	$	54.60
207-27-290	ARIZ PARK EST UNIT 1 LOT 628	CHASE SERVICE CORP	$504.50	1.16	$	592.00	$	59.20
207-27-309	ARIZ PARK EST UNIT 1 LOT 647	EHLERS IRVING H & MABEL K JT	$740.08	1.06	$	541.00	$	54.10
207-27-310	ARIZ PARK EST UNIT 1 LOT 648	EHLERS IRVING H & MABEL K JT	$740.08	1.06	$	541.00	$	54.10
207-27-327	ARIZ PARK EST UNIT 1 LOT 665	EGGERT HENRY J & MARY M	$717.67	1.2	$	612.00	$	61.20
207-27-328	ARIZ PARK EST UNIT 1 LOT 666	EGGERT HENRY J & MARY M	$717.67	1.2	$	612.00	$	61.20
207-27-329	ARIZ PARK EST UNIT 1 LOT 667	EGGERT HENRY J & MARY M	$717.67	1.2	$	612.00	$	61.20
207-27-330	ARIZ PARK EST UNIT 1 LOT 668	EGGERT HENRY J & MARY M	$717.67	1.2	$	612.00	$	61.20
207-27-338	ARIZ PARK EST UNIT 1 LOT 676	SEATON PAUL F 1/2 UND INT-SEATON D	$554.60	1.2	$	612.00	$	61.20
207-27-350	ARIZ PARK EST UNIT 1 LOT 688	SEATON PAUL F 1/2 UND INT-SEATON D	$554.60	1.2	$	612.00	$	61.20
207-27-368	ARIZ PARK EST UNIT 1 LOT 706	CHASE SERVICE CORP	$533.44	1.31	$	668.00	$	66.80
207-27-369	ARIZ PARK EST UNIT 1 LOT 707	CHASE SERVICE CORP	$531.29	1.3	$	663.00	$	66.30
207-27-380	ARIZ PARK EST UNIT 1 LOT 718	GAINES JAMES R & CHARLOTTE J JT	$669.65	1.19	$	607.00	$	60.70
207-27-381	ARIZ PARK EST UNIT 1 LOT 719	GAINES JAMES R & CHARLOTTE J JT	$667.42	1.18	$	602.00	$	60.20
207-27-390	ARIZ PARK EST UNIT 1 LOT 728	EHLERS ERVING H	$745.75	1.09	$	556.00	$	55.60
207-27-391	ARIZ PARK EST UNIT 1 LOT 729	EHLERS ERVING H	$781.14	1.29	$	658.00	$	65.80
207-27-402	ARIZ PARK EST UNIT 1 LOT 740	EHLERS ERVING H	$745.75	1.09	$	556.00	$	55.60
207-27-403	ARIZ PARK EST UNIT 1 LOT 741	EHLERS ERVING H	$745.75	1.09	$	556.00	$	55.60
207-27-404	ARIZ PARK EST UNIT 1 LOT 742	LEVEY FRED H & ELEANOR JT	$947.91	1.09	$	556.00	$	55.60

207-27-434	ARIZ PARK EST UNIT 1 LOT 772	SAMPSON NINA R	$581.31	1.14	$	581.00	$	58.10
207-27-444	ARIZ PARK EST UNIT 1 LOT 782	SICKLES ALFRED D & OLA R JT	$581.31	1.14	$	581.00	$	58.10
207-27-445	ARIZ PARK EST UNIT 1 LOT 783	SICKLES ALFRED D & OLA R JT	$581.31	1.14	$	581.00	$	58.10
207-27-446	ARIZ PARK EST UNIT 1 LOT 784	SICKLES ALFRED D & OLA R JT	$581.31	1.14	$	581.00	$	58.10
207-27-464	ARIZ PARK EST UNIT 1 LOT 802	HAMILTON NORMAND M & HARRIETT J	$616.77	1.14	$	581.00	$	58.10
207-27-465	ARIZ PARK EST UNIT 1 LOT 803	HAMILTON NORMAND M & HARRIETT J	$616.77	1.14	$	581.00	$	58.10
207-27-481	ARIZ PARK EST UNIT 1 LOT 819	RIGGS KIM D	$543.33	1.36	$	694.00	$	69.40
207-27-485	ARIZ PARK EST UNIT 1 LOT 823	KUTZLER CHESTER & EVELYN JT	$851.12	1.14	$	581.00	$	58.10
207-27-486	ARIZ PARK EST UNIT 1 LOT 824	ULLERY RICHIE DUANE & LAREE	$616.77	1.14	$	581.00	$	58.10
207-27-492	ARIZ PARK EST UNIT 1 LOT 830	BRYAN HELEN T & BRYAN JUNE E JT	$950.02	1.14	$	581.00	$	58.10
207-27-493	ARIZ PARK EST UNIT 1 LOT 831	BRYAN HELEN T & BRYAN JUNE E JT	$951.02	1.14	$	581.00	$	58.10
207-27-500	ARIZ PARK EST UNIT 1 LOT 838	MORA JANISE RENEE	$500.69	1.14	$	581.00	$	58.10
207-27-549	ARIZ PARK EST UNIT 1 LOT 887	SMITH WAYNE G & RUTH M JT	$575.46	1.14	$	581.00	$	58.10
207-27-570	ARIZ PARK EST UNIT 1 LOT 908	SADKA YOLANDA	$616.77	1.14	$	581.00	$	58.10
207-27-679	ARIZ PARK EST UNIT 1 LOT 1017	MYERS JOSEPHINE	$767.20	1.45	$	740.00	$	74.00
207-27-680	ARIZ PARK EST UNIT 1 LOT 1018	MYERS JOSEPHINE	$769.47	1.46	$	745.00	$	74.50
207-27-684	ARIZ PARK EST UNIT 1 LOT 1048	LAVIOLETTE RICHARD	$1,361.54	1.57	$	801.00	$	80.10
207-27-746	ARIZ PARK EST UNIT 1 LOT 1110	MARINKOVICH MOLO	$1,322.71	1.66	$	847.00	$	84.70
207-27-747	ARIZ PARK EST UNIT 1 LOT 1111	BRYAN HELEN T	$999.67	1.66	$	847.00	$	84.70
207-27-762	ARIZ PARK EST UNIT 1 LOT 1126	ANDERSON DORIS A	$1,104.17	1.65	$	842.00	$	84.20
207-27-763	ARIZ PARK EST UNIT 1 LOT 1127	ANDERSON DORIS A	$1,104.17	1.65	$	842.00	$	84.20
207-27-764	ARIZ PARK EST UNIT 1 LOT 1128	ANDERSON DORIS A	$1,067.25	1.65	$	842.00	$	84.20
207-27-788	ARIZ PARK EST UNIT 1 LOT 1152	DURIS ALICE J	$1,277.57	1.68	$	857.00	$	85.70
207-27-821	ARIZ PARK EST UNIT 1 LOT 1185	MUELLER KARL & ALICE	$891.98	1.17	$	597.00	$	59.70
207-27-822	ARIZ PARK EST UNIT 1 LOT 1186	MUELLER KARL & ALICE	$893.72	1.18	$	602.00	$	60.20
207-27-835	ARIZ PARK EST UNIT 1 LOT 1199	KANELOS ULYSSES G VELMA M JT	$887.97	1.97	$	1,005.00	$	100.50
207-29-009A	BEG NE COR SEC 30 T21N R28E;S 270' W 1097.58' TO N 509.58' E 181' N 200' E 123' TO POB EXC THE POR DECSRIBED AS FOLLOWS: BEG NE COR SEC 30 T21N R28E; S 270' W 891' S 599' SWLY 181.5' TO POB. N 350' W 125' S 160' W 101' S 235' NELY 266' TO POB.	ELLIOT EUGENE E & IRENE M JT	$9,769.94	3.88	$	446.00	$	44.60

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

County Manager: Discussion and possible approval of an Intergovernmental Agreement with the Coalition of Arizona/New Mexico Counties. ~~Also request approval of annual dues in the amount of two thousand six hundred dollars ($2,600.00).~~

BOS Meeting Date Requested May 1, 2018

PRE-AGENDA ITEM REVIEW

Legal Review: See email

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Approved by the BOS Oct. 20, 2015

Beth Bond

Subject: FW: AZNM Coalition IGA 4/17/18

From: Joe Young
Sent: Monday, April 23, 2018 1:39 PM
To: Diana Morgan <dmorgan@co.apache.az.us>
Cc: Ryan Patterson <rpatterson@co.apache.az.us>
Subject: RE: AZNM Coalition IGA 4/17/18

I am ok with the document legally.

From: Diana Morgan [mailto:dmorgan@co.apache.az.us]
Sent: Thursday, April 19, 2018 11:28 AM
To: Joe Young
Cc: Ryan Patterson
Subject: AZNM Coalition IGA 4/17/18

Joe,
Please review the attached IGA. It will be on the May 1, 2018 agenda. The invoice for membership is $2,600.00 pending approval. Thank you!
Diana

Diana Morgan
Administrative Coordinator
Records Manager
Apache County Manager's Office
POB 428
St. Johns, Arizona 85936

P (928)337-7503
F (928)337-2003

dmorgan@co.apache.az.us

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

This Intergovernmental Agreement ("IGA" or "Agreement") is hereby entered into this 1st day of June, 2017, between the undersigned Arizona and New Mexico counties (hereafter referred to collectively as the "Parties" or "Member Counties"), each of them having approved and executed this Agreement as set forth below.

RECITALS

A. ***WHEREAS***, the undersigned Arizona and New Mexico member counties are public agencies authorized by A.R.S. §§ 11-951 and 11-952(A), and Sections 11-1-2 and 11-1-3, NMSA, to enter into contracts or agreements with one another or the counties of another state to jointly exercise any powers common to one another, and are further authorized to enter into agreements with one another for joint or cooperative action; and

B. ***WHEREAS,*** the undersigned Arizona counties are also authorized by A.R.S. §§ 11-951 and 11-952(A) to jointly, or with counties outside the state, to form a separate legal entity, including a nonprofit corporation, to jointly exercise those powers held by the contracting parties, and

C. ***WHEREAS***, the undersigned New Mexico counties similarly possess legal authority under Section 11-1-1 et seq. and *State ex rel. Educ. Assessments Sys. v. Coop. Educ. Servs. of N.M., Inc.*, 115 N.M. 196 (App. 1993) to jointly, or with counties outside the state, to form a separate legal entity, including a nonprofit corporation, to jointly exercise those powers held by the contracting parties; and

D. ***WHEREAS***, all of the parties hereto have a common interest in enhancing stable economic growth in the rural counties of Arizona and New Mexico, and desire to enter into an agreement in order to coordinate mutual efforts to preserve and protect the viability of local economies and to take legal or other steps necessary to protect local economies; and

E. ***WHEREAS***, the joint operation of a non-profit corporation, known as the COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH (hereafter referred to as the "Coalition"), can serve as a mechanism to take legal actions where the counties hereto collectively, or any one of them would have standing to do so alone; and

F. ***WHEREAS,*** the member counties seek to combine forces to provide for greater efficiencies and economies of scale which will enable them to take actions collectively that might be impossible for them to do individually; and

G. ***WHEREAS,*** the member counties seek by this Agreement to revoke and replace that certain Joint Powers Agreement entered into by some or all of the member counties in approximately 1994 or 1995 which was intended to cover the same subject matter as this Agreement, and replace it with this Intergovernmental Agreement; and

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

H. ***WHEREAS***, the Coalition is registered with the Internal Revenue Service as a 501(c)(4) not-for-profit corporation and incorporated in the State of New Mexico.

NOW THEREFORE the Parties, pursuant to the above, do mutually agree as follows:

1. Purpose & Scope. The member counties enter this agreement in order to provide for mutual and common efforts in reviewing state and federal regulatory actions potentially impacting land and wildlife resource management, as well as the potential preparation, funding and direction of litigation and related activities pertaining to land use and resource management actions by federal agencies that affect the parties and the economies of the member counties.

2. Establishment of Coalition. The following member Counties do hereby agree to maintain and operate the "COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH," which they have created and established as a non-profit corporation under the laws of the State of New Mexico and which has obtained non-profit status under Section 501(c)(4) of the Internal Revenue Code. All business conducted by the member counties pursuant to this Agreement shall be conducted in the official name of the aforementioned non-profit corporation, including any litigation pursued by the member counties pursuant to this Agreement.

3. Initial Member Counties. The following Counties shall be initial members of the Coalition as of the effective date of this Agreement upon approval of this IGA by their respective County Commission or Board of Supervisors, and the approval of the Secretary of the New Mexico Department of Finance and Administration:

a. Catron County, New Mexico;
b. Chaves County, New Mexico;
c. Eddy County, New Mexico;
d. Harding County, New Mexico;
e. Hidalgo County, New Mexico;
f. Lincoln County, New Mexico;
g. McKinley County, New Mexico;
h. Sierra County, New Mexico;
i. Roosevelt County, New Mexico;
j. Rio Arriba County, New Mexico;
k. Apache County, Arizona;
l. Cochise County, Arizona;
m. Gila County, Arizona;
n. Graham County, Arizona;
o. Navajo County, Arizona.

In the event this Agreement is not ratified by all of the above counties, this Agreement shall

become effective as between such counties as do ratify the Agreement.

4. Addition of Members. Additional member counties may become members of the Coalition upon a majority vote of the Governing Board of the Coalition and the approval of the County Commission or Board of Supervisors. In the event an additional member joins the Coalition, that new Member shall execute a copy of this Agreement in full.

5. Corporate Governance. The Board of Supervisors or County Commission of each Member County shall appoint one representative to serve on the Board of Directors of the Coalition. Each duly appointed representative shall be either a.) an elected official of the County he or she is representing, or b.) shall be a designee of the County that he or she is representing. In governing the affairs of the Coalition, each Member County shall have one vote through its authorized representative on the Board of Directors. All matters placed in front of the Board of Directors of the Coalition shall be decided by a majority of a quorum.

a.) *Proxy Voting:* The corporate bylaws of the Coalition may allow for proxy voting, provided however, that all proxies are subject to the same requirements as noted above for the regular representatives of the Counties who sit on the Board of Directors.

b.) *Articles of Incorporation/Bylaws:* The Board of Directors of the Coalition shall be responsible for adopting, establishing, and from time to time amending as necessary, Articles of Incorporation and corporate bylaws of the Coalition. The Articles of Incorporation shall be consistent with this Intergovernmental Agreement and the laws of New Mexico, and the Bylaws shall be consistent with this Intergovernmental Agreement and the laws of Arizona and New Mexico. The Board of Directors of the Coalition shall file all required annual reports, maintain a statutory agent for service, and ensure that it otherwise conducts its affairs in accordance with the laws of the State of New Mexico and federal law.

c.) *Management of Corporate Affairs:* The Board of Directors of the Coalition shall by a majority vote of a quorum determine all matters relating to management, coordination, expenditure, purposes, administration and disbursement of all funds available and shall specify all contract terms of any contracts entered into by the Corporation.

d.) *Contracting for Services of Executive Director:* The Board of Directors of the Coalition shall also be responsible for contracting for the services of an Executive Director who shall be responsible for coordinating the activities of the Coalition, scheduling regular meetings, and otherwise carrying out the directions of the Board.

6. Advisory Members of Board of Directors. To effectuate input from citizens and groups who have an interest in providing the Member Counties information or guidance on matters of concern to the Coalition, the bylaws of the Coalition shall allow for participation by non-voting advisory members of the Board of Directors. Advisory members that may be included on the

Board of Directors would include, but are not necessarily limited to, representatives from the mining industry, the timber industry, the livestock industry, the sportsman industry, the outfitters industry, as well as a representative representing small business. Advisory members of the Board are not authorized to serve as Officers of the Board of Directors with the exception of the Secretary/Treasurer.

7. Annual Dues/Funding of Corporate Functions. All Member Counties shall pay corporate dues to the Coalition in the amount of $2,600.00 commencing in 2017. The amount of annual dues may be modified from time to time by the Board of Directors of the Coalition upon a 2/3 majority vote at a duly noticed public meeting, with the new amount to take effect at the beginning of the calendar year following the vote. The Coalition shall invoice each member county for annual dues each year for dues that will be payable on the month of the anniversary of the Member County's joining.

The Coalition may additionally accept annual dues or contributions for special litigation projects from other entities, individuals, or sources as it may deem appropriate. All funds received by the Coalition shall be utilized in a manner consistent with the purposes of the Coalition set forth herein and consistent with applicable law.

The Coalition Governing Board shall develop and approve an annual budget to fund the Coalition's regular and routine activities on an annual basis each calendar year. In the event the Coalition Governing Board seeks to pursue special litigation regarding matters that the regular annual budget of the Coalition cannot support, the Governing Board may approve such litigation contingent upon the member counties Boards of Supervisors and/or County Commissions electing to participate in the litigation voting to contribute additional funds above and beyond their regular dues sufficient to support the litigation. In the event the Coalition Governing Board requests additional funding from the Counties above and beyond regular dues for special litigation projects, such request shall be accompanied by a litigation plan specifically setting forth:

a.) The purpose of the litigation;

b.) The potential benefit to the member counties from if they pursue the litigation;

c.) The anticipated budget for the litigation;

d.) The name of the attorney who will be responsible for the litigation;

e.) An assessment of the chances for success if the litigation is pursued.

f.) No litigation shall be initiated by the Coalition Governing Board without a sufficient commitment for funding from the member organizations electing to pursue the litigation.

The Coalition Governing Board shall not give final approval or commit the Coalition to litigation without sufficient financial commitments from the Member Counties and organizations electing

to pursue the litigation sufficient to support the litigation. The parties hereto agree that should the Coalition initiate litigation that results in a Judgment for costs or attorney's fees, only the Member Counties and organizations electing to pursue the litigation shall equally contribute to funding the Coalition in an amount sufficient to cover the Judgment.

8. Procurement and Financial Reporting. As a quasi-governmental entity that is responsible for the spending of public monies, the Coalition Governing Board shall comply with the requirements of New Mexico law governing procurement that would be applicable to the member New Mexico counties. All contracts entered into by the Coalition shall contain a clause requiring strict accountability by contractors for receipt and disbursement of all funds.

No later than January 31st of each year the Coalition Governing Board shall provide the Clerk of the Board of each County Commission or Board of Supervisors a comprehensive financial statement for the preceding calendar year (January 1 through December 31st), as well as a report regarding the Coalition's activities during the previous year, including the status, cost and outcome of litigation. The Coalition Governing Board shall also cause a financial review of its books to be conducted at least bi-annually by a certified public accountant. The most recent such financial review shall be shared with the Member Counties as part of the comprehensive financial statement.

Notwithstanding other provisions in this Agreement, pursuant to A.R.S. §§ 35-214 and 35-215, and the New Mexico Public Records Act (NMSA 1.15.3-1.15.4), the books, accounts and financial records of the Coalition shall be available for inspection by any member county or state agencies with the authority to audit for a period of five years.

9. Insurance. The Coalition, as a separate legal entity from any of the Member Counties, shall obtain general liability insurance to protect itself and the member counties from legal liability connected to the activities of the Coalition. The Executive Director of the Coalition shall provide proof of said insurance, which shall name each Member County as a co-insured on the insurance policy. Proof of said insurance shall be included annually as an addendum to the financial report provided to each Member County.

10. Record Retention and Access. The Coalition Governing Board and Executive Director thereof shall be responsible for maintaining all records of the Coalition in compliance with the laws of the both the States of New Mexico or Arizona that is applicable to counties. In the event of a conflict of the law between the two states regarding how long a particular record shall be maintained, the records shall be held by the Coalition for the longer period of time required by the laws of the two states.

The parties hereto recognize that records of the Coalition are generally subject to the New Mexico Inspection of Public Records Act (NMSA 1978, 14-2-1 et. Seq.) and Arizona's public records law, A.R.S. § 39-121 et seq. The Coalition's Executive Director shall serve as records

custodian for purposes of such public records laws. The Coalition's Executive Director shall be responsible for responding to all public records requests made under the laws of either the State of Arizona or New Mexico. Any public records requests for corporate records of the Coalition records received by the member counties shall be promptly forwarded to the Coalition's Executive Director for response. All parties hereto recognize that action of the Coalition may involve pending litigation and attorney-client matters and that all meetings and records involving privileged attorney-client communications are protected from public disclosure by the laws of the States of New Mexico and Arizona. All parties will endeavor to protect all privileged communications, information, documents and records involving the functions of the Coalition. It is also recognized by the parties that such privileged communications, information, documents and records may be protected as attorney's work product for litigation purposes.

11. Open Meeting Law. All proceedings pursuant to or in furtherance of the Agreement are subject to and shall be conducted in accordance with the Arizona Open Meeting Law (A.R.S. § 38-431 et. seq.) and the New Mexico Open Meetings Act (NMSA 1978, section 10-15-1 et. seq.). In the event of a conflict between the open meeting laws of the two states, the open meeting laws of the State of New Mexico shall govern. Agendas/Minutes/Recordings of meeting shall be made publicly accessible on the Coalitions website. Each individual party to this Agreement shall be responsible for posting of Coalition agendas/minutes/recordings as may be required by the laws of their particular State, and the Coalition shall make copies of such records available to the Member Counties for such purposes.

Each member of the Board of Directors of the Coalition and the Executive Director thereof shall attend at least one Open Meeting law training regarding the New Mexico Open Meetings Act on a bi-annual basis. Such training may be provided by a legal representative of one of the New Mexico Member Counties or the Coalition Governing Board may make such other arrangements as may be appropriate to meet this requirement. The Coalition shall fund the training for the Executive Director.

12. Effective Date and Term. This IGA shall be deemed to be effective as of June 1, 2017 and shall continue for a period of ten years until June 1, 2027 unless, prior to the expiration of this period, this Agreement is extended or terminated as provided herein. In the event the IGA is not approved by all the contemplated parties by January 1, 2018, it shall become effective as between all signatory counties on that date.

13. Renewal. This IGA shall renew automatically upon the natural expiration of the Agreement for a term of five additional years unless the Agreement is terminated by the parties.

14. Termination. By majority vote of the Board of Directors of the Coalition at a properly noticed public meeting, or in the event the majority of the member Boards of Supervisors and Boards of County Commissioners vote to do so, this Agreement may be terminated. In the event of termination, the Board of Directors and the Coalition shall continue to exist for the limited

purposes of winding up outstanding corporate business and divesting the Coalition of all remaining corporate assets. Upon the termination of the Coalition and after all obligations of the corporation have been satisfied, any remaining proceeds and property of the Coalition shall be divided equally amongst all remaining member Counties. Any individual member may terminate its participation in this Agreement by thirty day advance written notice. Any decision to terminate, by a member county shall not relieve that County of any obligation to the Coalition incurred prior to such termination. In the event of termination by one Member County, the Coalition shall continue to exist as between the remaining member Counties.

Member Counties may also be terminated from the Coalition by a 2/3 vote of the Governing Board for non-payment of dues in the event dues are not received within six months of the date they are due.

15. Legal Counsel for Coalition. In addition to hiring legal counsel from time to time in order pursue litigation in the name of the Coalition, when the Coalition Governing Board and/or Executive Director deem it necessary and advisable, the Coalition may retain legal counsel to obtain advice regarding the conduct of the Coalition's regular business.

16. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of the parties when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this IGA. Subject to the above limitation, each party shall only be liable for its own acts or omissions. The privileges and immunities of the Member Counties are only waived to the extent afforded by the New Mexico Tort Claims Act (NMSA 1978, § 41-4-1 et seq.) and A.R.S. §§ 12-820 through 12-826 et.seq.

17. Termination for Conflict of Interest/Governmental Misconduct. As to the Arizona parties, notice is hereby given that this contract is subject to cancellation for conflict of interest according to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference. As to the New Mexico parties, the Agreement may be terminated for any acts or omissions by any of the parties or its representatives, agents, or employees that would violate the statutory prohibitions against conflicts of interest and ethical requirements of the New Mexico Governmental Conduct Act (NMSA 1978, Section 10-16-1 et seq., which is incorporated herein by reference.

18. Nonassignability. No party may assign a duty or responsibility under this IGA without the prior written consent of the other party.

19. Compliance with Laws/Applicable Law. The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those

designated within this IGA. The laws and regulations of the State of New Mexico and Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder, unless in the event of a conflict of laws between the State of Arizona and New Mexico, in which case the laws of New Mexico shall govern. Any action relating to this IGA shall be brought in the Courts of the State of New Mexico.

20. Rights/Obligations of Parties Only. The terms of the IGA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization. Nothing expressed herein shall affect the legal liabilities of any of the parties to this IGA by imposing any standard of care different from the standard of care imposed by law.

21. Entire IGA. This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made in writing and signed by the parties to this IGA.

22. Severability. The parties agree that should any part of this IGA be held invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.

23. Non-Appropriation. Every payment obligation of the under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature, board of supervisors, or county commission resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the parties at the end of the period for which funds are available. No liability shall accrue to the parties in the event this provision is exercised, and no subdivision or agency of the State of Arizona or New Mexico shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

24. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Signatory Counties' employees. No Signatory County shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

25. Indemnification. Each party (as "Indemnitor"), except as limited by N.M. Const. art. IX, §§ 8, 11-13, agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission,

negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

26. Notice. Any notice required or permitted to be given under this IGA shall, unless indicated otherwise in this IGA, be in writing and shall be served by delivery or by certified mail upon the other parties at the addresses listed on the signature page (or at such other address as may be identified by a party in writing to the other Signatory Counties).

27. E-Verify. Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a. The parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the offending party may be subject to penalties up to and including termination of the Agreement.

c. Each party retains the legal right to inspect the papers of any employee who works pursuant to this agreement to ensure that the party or its subcontractor is complying with the warranty under this paragraph.

28. Execution of Agreement/Counterparts. This Agreement may be executed in counterpart, each Signatory County to complete a "County Signature Page". The executed counterparts together with this document shall be considered as one document.

The Executive Director of the Coalition shall be responsible for maintaining a copy of this Agreement and all signed counterparts on file as part of the records of the Coalition.

29. Authorization. Pursuant to A.R.S. § 11-952(A), each party to this Agreement warrants to the other parties that the appropriate governing body of the party has authorized this Agreement.

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INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

County Signature Page

APACHE COUNTY

In Witness Whereof, Apache County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

_____ Date: _____

Alton Joe Shepherd
Chairman of the Board

ATTEST:

_____ Date: _____

Ryan N. Patterson
Clerk of the Board

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

_____ Date: _____

Michael B. Whiting
Apache County Attorney

NOTICE ADDRESS FOR APACHE COUNTY

Apache County
Attn: Board of Supervisors
P.O. Box 428
St. John's, AZ 85936

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature: 3/27/18

Describe in detail what you want to say to the Board and what action you want the Board to take:

County Manager: Discussion and possible approval of an agreement between Apache County and the Round Valley Rodeo Committee for an event at the Round Valley Rodeo Grounds.

BOS Meeting Date Requested 4/3/18 ~~4/3/18~~ 5/1/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review: n

Signature

Human Resources Review: n/a

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Approved by the BOS Oct. 20, 2015

MEMORANDUM OF UNDERSTANDING

Round Valley Rodeo Committee

This Memorandum of Understanding is made by and among the Apache County Board of Supervisors ("County") and the "Round Valley Rodeo Event Committee" referred to as ("Event Committee ").

Property Description – the Apache County Rodeo Grounds in Eagar, Arizona as more particularly described below:

See Exhibit A attached hereto.

Mutual Goals

Working together the above parties desire:

A) To provide a community rodeo for the benefit of Apache County citizens on or about July 4 of each year.

B) To ensure the Rodeo Grounds are used to maximize economic development within the County as well as to ensure entertainment for Apache County citizens to increase the quality of life within Apache County.

C) Upon regular attendance, meet as County and Event Committee to organize and manage the annual rodeo in a cooperative effort.

RECITALS

WHEREAS, the County currently owns the Round Valley Rodeo Grounds; and

WHEREAS, the Event Committee members are each experienced in organizing a yearly rodeo in Round Valley, Arizona, and exist to benefit citizens and interests in or near Round Valley; and

WHEREAS, by virtue of its purposes, interests and experience, along with their history of organizing the yearly Round Valley Rodeo, the Event Committee is well suited to administer, plan, manage and operate the yearly Rodeo on the Property; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings the parties hereby agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date (the "Commencement Date"), and expiring five years after the Commencement Date, unless sooner terminated as provided herein. During this Term, the Event committee shall have the exclusive use of the Property, subject to the conditions outlined below, from June 24 through July 14 each year of the Term of the Agreement unless otherwise terminated sooner.

2. Option to Extend Terms. This agreement shall automatically be extended for two additional periods of five (5) years beyond the Termination Date, unless either party decides and notifies the other of its intent not to extend the Agreement, and for additional extensions as the parties may agree at that time.

3. Management and Operation of Property. Subject to the terms, covenants and conditions set forth in this Agreement, the Event Committee, along with participation of the County, shall manage and operate the Property during the Term described above each year. Notwithstanding the foregoing, County shall have the right, at its sole discretion, to cancel and/or alter any aspect of the event or use of the Property. The Event Committee's right to manage and operate the Property does not include the ability to alter or improve the property in any way except as detailed in Section 7 below.

4. Use of the Property. Required Use. The County and Event Committee shall have the sole right to use and occupy the Property during the twenty-day period described in the Term Section above, and shall do so solely for the operation of the yearly rodeo, related events, and related and incidental purposes and programs, and for no other purpose.

5. Financial Consideration. In exchange for the use of the Property pursuant to this Agreement, the Event Committee shall pay to County the sum of $7,500 each year, due and payable by August 1, 2018 and each August thereafter through 2022, and for each five-year period thereafter if this Agreement is extended. It is further agreed that County will provide access, during the 10-day period described in this Agreement each year, to the Event Committee, equipment necessary to maintain the rodeo arena. The Event Committee is the sole recipient of all money from gate, raffle, advertising, sponsorship, alcohol and food sales as described in the Agreement for the sole purpose of funding the rodeo event.

6. Grant Funding. With prior approval from the Board of Supervisors of the County, the Event Committee shall be permitted to apply for grants in the County's name for which the Event Committee might not otherwise be eligible. The County retains the right to accept or not accept grant funds so applied for.

7. Capital Improvements and Alterations. If the Event Committee reasonably believe that capital improvements are required at the Property, the Event committee shall make a detailed request for such improvement to the Apache County Board of Supervisors through the District III Supervisor of Apache County or his/her designee. Such request shall include all relevant details and plans, so that any improvements or alterations are understood and evaluated prior to approval being granted. The County shall evaluate each request and determine whether to make such improvement in its sole discretion. It is further understood that as part of this Agreement, County agrees to level the arena area of the Property with a blade to the satisfaction of the County.

8. Cooperative Approach to Planning. The Parties agree that regular meetings of County and Event Committee's personnel are necessary to accomplish the goals of this Agreement and to ensure that the Property is used in a beneficial way. Such meetings may be held as necessary to accomplish specific tasks, but in any event, at least four formal meetings shall be held each year to determine event planning, priorities, access funding, and schedule tasks and review accomplishments. The formal meetings shall include the District III Supervisor of Apache County or his/her designee and any employees germane to the project, and least one designee from each of the Event Committee and any others germane to the project. This annual formal meeting shall be held at least once in the months of January, March, May, June and August at a date and time set by the Event Committee. At each such meeting, the Parties shall agree to a written calendar of events, which shall document tasks required for the yearly rodeo, and tasks

assigned to each Party as well as the amount of funds, labor, or other resource to be provided by each Party.

9. Representations and Warranties. The Event Committee hereby represents and warrants to the County and covenants as follows:

9.1 Experience. The Event Committee is capable of the organization, operation and management of the Property and the yearly rodeo and hereby agrees to apply its best judgment to the organization, planning, operation and management of the Property and the yearly rodeo.

9.2 Authority. The Event Committee each have full power and authority (corporate or otherwise) to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of each of the Event Committee and no other corporate or other action on the part of any Event Committee is necessary to authorize the execution of this Agreement.

9.3 Conflicts and Consents. The execution and delivery of this Agreement and the performance by the Event Committee of the transactions contemplated in it will not violate any federal, state or local law, rule or regulation, or conflict with or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or constitute an event or condition that would permit termination or acceleration of the maturity of any indenture, mortgage, lease, agreement or other instrument or obligation to which any of the Event Committee is a party or by which one of them may be bound whose termination or acceleration would materially adversely affect the ability of the Event Committee to perform its obligations under this Agreement. No approval, authorization, consent or other order or action of, or filing or registration with, any person, entity or governmental authority is required for the execution and delivery of this Agreement. The parties acknowledge that they are aware of the conflict of interest provisions contained in A.R.S. § 38-511 and are further aware that this Agreement may be terminated under the conditions set forth by statute.

9.4 Litigation. There is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there any investigation by a governmental agency of any of the Event Committee or any of their affiliates that, if adversely decided, could have a material adverse impact on any of the Event Committee's ability to perform their obligations under this Agreement.

10. Force Majeure. As used herein, the term "Force Majeure" with respect to a delay in performance shall mean any delay that is attributable to (a) civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) any changes in any applicable laws or the interpretation thereof; or (c) any lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other cause beyond the reasonable control of the party. Any prevention, delay or stoppage in a party's performance hereunder due to Force Majeure shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage; provided, however, that during the period of any such delay or stoppage, the party whose performance hereunder is excused shall take all reasonable steps to minimize the length of such delay or stoppage.

11. Termination of Agreement. The County or the Event Committee may terminate this agreement with ninety (90) days prior written notice.

12. Liability Insurance: The Event Committee, at no expense to the County, shall obtain an event and liability insurance policy in the amount of $1,000,000.00. Said policy: (i) shall be subject to approval by the County as to company, form and coverage, and primary to all other insurance the County may secure; and (ii) must protect the County from any and all claims and risks in connection with the Event Committee or any of their respective officers, employees, agents, contractors or assigns, by virtue of this Agreement or any use and occupancy of the Property authorized by this Agreement. Additionally, the Event Committee shall file with the County Manager and the District III Supervisor of Apache County or his/her designee, within ten (10) days preceding July 4th of each year during the term of this agreement, evidence of the policy required to be maintained by this Agreement.

12.1 Liquor License: Event Committee will submit application to the Arizona Department of Liquor Licenses and Control, for a Special Event Liquor License Permit. The Event Committee shall file evidence of the approved liquor license permit with the County Manager and the District III Supervisor or his/her designee, within ten (10) days preceding July 4th of each year during the term of this Agreement.

13. Dispute Resolution. In the event of any dispute relating to the Property, the yearly rodeo, or this Agreement, the parties will first try to mediate any differences, and failure to reach a resolution will result in proceedings being heard in Apache County, Arizona. It is agreed that this Agreement shall be governed and interpreted under Arizona law.

This Agreement (including Exhibits) contains the entire agreement between the parties, and no amendments, changes, additions, or qualifications may be made or will be binding unless made in writing signed by both parties.

Signed this_____ day of _____2018.

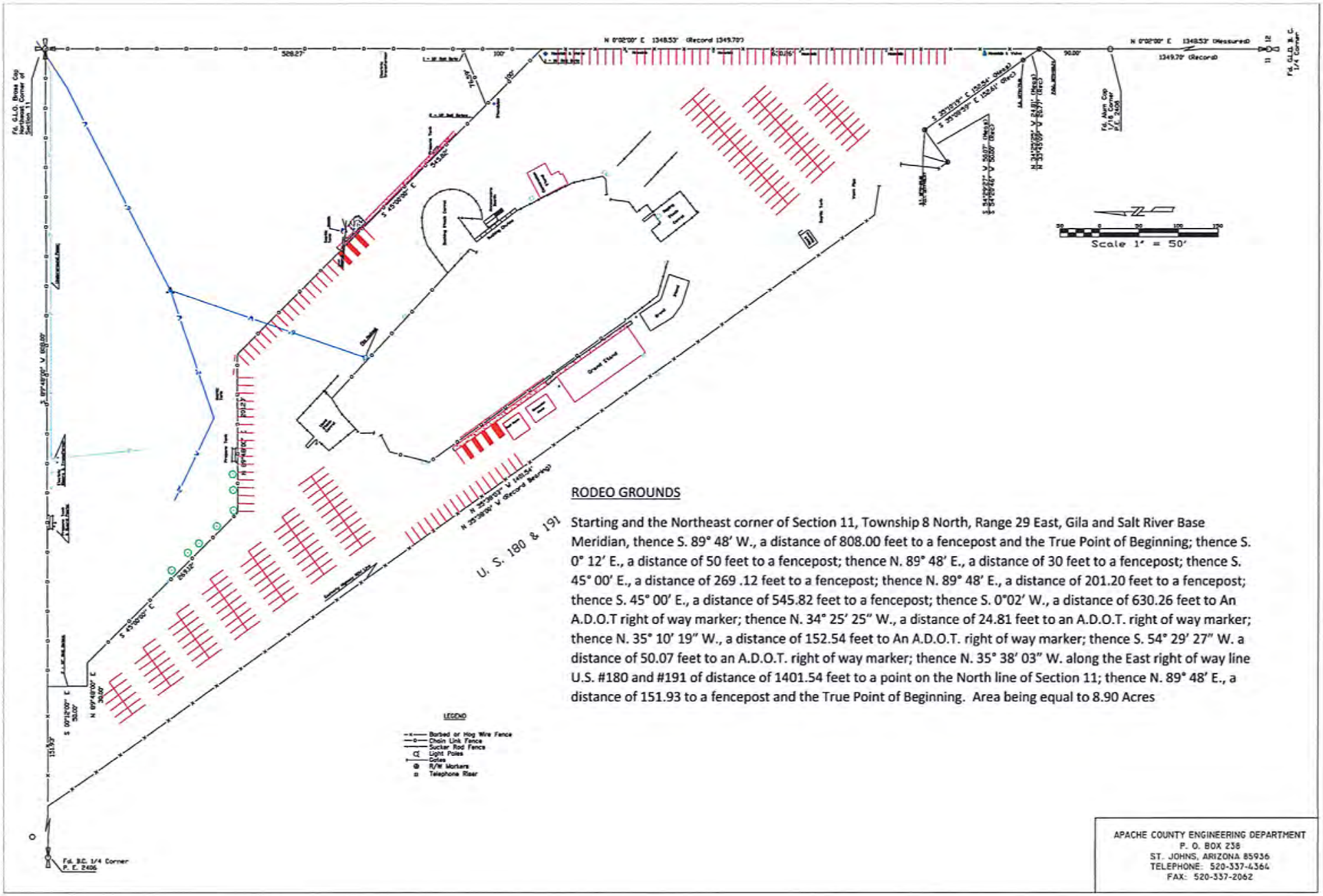
Apache County

By:_____
Alton Shephard
Chairman, Board of Supervisors

Round Valley Rodeo Event Committee

By:_____
Brock Hamblin

EXHIBIT A



RODEO GROUNDS

Starting and the Northeast corner of Section 11, Township 8 North, Range 29 East, Gila and Salt River Base Meridian, thence S. 89° 48' W., a distance of 808.00 feet to a fencepost and the True Point of Beginning; thence S. 0° 12' E., a distance of 50 feet to a fencepost; thence N. 89° 48' E., a distance of 30 feet to a fencepost; thence S. 45° 00' E., a distance of 269 .12 feet to a fencepost; thence N. 89° 48' E., a distance of 201.20 feet to a fencepost; thence S. 45° 00' E., a distance of 545.82 feet to a fencepost; thence S. 0°02' W., a distance of 630.26 feet to An A.D.O.T right of way marker; thence N. 34° 25' 25" W., a distance of 24.81 feet to an A.D.O.T. right of way marker; thence N. 35° 10' 19" W., a distance of 152.54 feet to An A.D.O.T. right of way marker; thence S. 54° 29' 27" W. a distance of 50.07 feet to an A.D.O.T. right of way marker; thence N. 35° 38' 03" W. along the East right of way line U.S. #180 and #191 of distance of 1401.54 feet to a point on the North line of Section 11; thence N. 89° 48' E., a distance of 151.93 to a fencepost and the True Point of Beginning. Area being equal to 8.90 Acres

APACHE COUNTY ENGINEERING DEPARTMENT
P. O. BOX 238
ST. JOHNS, ARIZONA 85936
TELEPHONE: 520-337-4364
FAX: 520-337-2062

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Date/Signature: JM McCarthy

Describe in detail what you want to say to the Board and what action you want the Board to take:

Human Resources: Discussion and possible approval to convert two vacant Road Maintenance Worker positions (Range 30) into one Equipment Mechanic II position (Range 36) for the St. Johns Road Yard. This change will result in a savings of $22,354.

BOS Meeting Date Requested May 1, 2018

PRE-AGENDA ITEM REVIEW

Review Routing /~~D~~/Legal / /Finance / /Purchasing / /Human Resource / /Other:

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials KP

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to:

Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

Human Resources: Discussion and possible approval to update the Apache County Human Resources Policy Manual Section 1.25 and the Apache County Employment Application.

BOS Meeting Date Requested May 1, 2018

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other:

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to:

Signature Clerk of Board

032408

1.25 Candidate Selection Process:

A. Where possible, and, at the discretion of the Elected Official or Department Head, preference will be given in the selection process to existing county employees. Should an employee be selected for the position, and this results in a promotion, which is defined as a change in position that changes duties on a job description and an increase to their salary range as set forth in the table 3, then the employee will be eligible for an increase in salary of no less than 5%.

B. Current county employees are encouraged to apply as position openings occur.

C. Employees on probation are normally expected to stay in his or her position for at least six months before applying for a promotion or a transfer. Exceptions to this general rule will be based on business necessity and will be considered on a case-by-case basis. A promotion or transfer requires the approval of the current department. The necessary form can be obtained from the Human Resources Department.

D. The county may prepare an eligibility list when the recruitment for any job opening has been completed. The purpose of an eligibility list is to provide a pool of qualified candidates and to expedite the recruiting process.

E. Applications for all candidates will be maintained in the Human Resources Department for at least six months. Based on the results of the application process, some applicants may be placed on an eligibility list for future open positions.

F. The county reserves the right to transfer or promote employees within or between departments as required by business necessity without following the standard recruitment process identified above.

G. No Employee or candidate shall be eligible for employment with the county while on probation for any Arizona or federal felony, or for any out-of-state criminal offense that would be considered a felony if committed in Arizona.

Apache County
Human Resources
P.O. Box 989
St. Johns, AZ 85936
(928) 337-7940 - (928) 337-7606 Fax
www.co.apache.az.us

EMPLOYMENT APPLICATION

We consider applicants for all positions without regard to race, color, sex, religion, national origin, age, disability or any other legally protected status.

PLEASE NOTE

(1) All questions must be answered.
(2) Non-responsive information stated on this application and other hiring forms will disqualify the applicant from consideration.
(3) Applications are current for six months and will be retained in our active files during this time. If you are interested in a position during this period, please contact the Human Resources Department and have your application submitted for that job. Any positions that you have an interest in after the six months will require the submission of a new application.

Position applied for and job posting number			Date of application
Last Name	First Name		Middle Name
Mailing Address	City	State	Zip Code
Telephone Number	Message Number		Social Security Number

Are you available to work: ☐ Full Time ☐ Part Time ☐ Shift Work ☐ Temporary

Are you 18 or over? ☐ Yes ☐ No

Have you ever been employed with Apache County? ☐ Yes ☐ No

Dates: _____

Do you have access to reliable transportation? ☐ Yes ☐ No

Do you have a C.D.L.? ☐ Yes ☐ No

If you are currently employed, may we contact your present employer? ☐ Yes ☐ No

Are you eligible to work in the United States? ☐ Yes ☐ No

(Proof of citizenship or immigration status will be required upon employment)

Do you have any relatives that are currently employed by Apache County? ☐ Yes ☐ No

If yes, please list name(s):_____

Have you ever been convicted of any felony or driving under the influence? ☐ Yes ☐ No

If yes please explain:

_____

Are you currently on probation or parole for any criminal offense? ☐ Yes ☐ No

Applicants are advised that under Arizona's public records laws, copies of applications and resumes of persons considered for employment, with limited personal information removed, may be subject to disclosure to any person who requests them.

(Rev 5/2018)

Military Service

Branch of Service
Dates of Service
Duties/Specialized Training

Education

School	City	State
Dates Attended	Degrees or Diplomas	
School	City	State
Dates Attended	Degrees or Diplomas	
School	City	State
Dates Attended	Degrees or Diplomas	
Describe any specialized training, skills, honors received and/or qualifications:		

Foreign Language

Indicate any foreign languages you can speak, read and/or write:			
	Fluent	Good	Fair
SPEAK			
READ			
WRITE			

References

1. Name	Address	Phone Number
2. Name	Address	Phone Number
3. Name	Address	Phone Number

History - Begin with most recent employer. Attach additional sheets as needed. **Must be completed in full.**

Job Title	Dates Employed		**Work Performed**
Employer	From	To	
Supervisor			
Address	Hourly Rate/Salary		
Telephone Number	Starting	Final	
Reason for Leaving			

Job Title	Dates Employed		**Work Performed**
Employer	From	To	
Supervisor			
Address	Hourly Rate/Salary		
Telephone Number	Starting	Final	
Reason for Leaving			

Job Title	Dates Employed		**Work Performed**
Employer	From	To	
Supervisor			
Address	Hourly Rate/Salary		
Telephone Number	Starting	Final	
Reason for Leaving			

Job Title	Dates Employed		**Work Performed**
Employer	From	To	
Supervisor			
Address	Hourly Rate/Salary		
Telephone Number	Starting	Final	
Reason for Leaving			

Applicants Statement

I certify that the answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in the application for employment as may be necessary in arriving at an employment decision.

I understand that neither this document nor any offer of employment from the employer constitute an employment contract.

I understand that false or misleading information given in my application or interview(s) may result in discharge.

In consideration for my employment, I agree to conform to the county's policies, practices, rules/regulations and standards, which may be changed from time to time.

Applicant's Signature:_____ Date: _____

Apache County is an equal opportunity employer

Apache County Human Resources

P.O. Box 989
St. Johns, AZ 85936
(928) 337-7940 - (928) 337-7606 Fax

Dear Sir/Madame:

_____ has applied for employment with Apache County and has stated that he/she was employed by you in the capacity of _____ from_____to_____.

Your response to the questions below, which may be returned in the enclosed envelope, will be greatly appreciated.

Sincerely,

_____

Human Resources Department

---

1. Are the dates of employment substantially correct?

   _____

   If not, please give correct date

   _____

2. What type of work did applicant perform?

   _____

3. Why did the applicant leave your service?

   _____

   _____

4. Would you re-employ applicant in a suitable vacancy?

   _____

5. Please comment briefly on applicants work habits, attendance and ability:

   _____

   _____

Signature:_____Title:_____Date:_____

To be Signed by Applicant

I hereby authorize all my previous employers to furnish the Apache County Human Resources Department information concerning my employment history. I hereby release the above employers from any responsibility for damage on account of furnishing said information.

Applicant Signature:_____Date:_____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

Human Resources: Discussion and possible approval of the updated Chief Deputy job description for the Superintendent of Schools.

BOS Meeting Date Requested: May 1, 2018

PRE-AGENDA ITEM REVIEW

Review Routing /X/Legal / /Finance / /Purchasing / /Human Resource / /Other:

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to:

Signature Clerk of Board

032408

CHIEF DEPUTY, SCHOOLS
School Administration

Effective Date:	5/1/2018
Range:	60
Annual Salary:	$55,802 - $83,703

NATURE OF WORK:

Under general supervision of the County Superintendent of Schools, performs work of a confidential and independent nature with varying degrees of complexity; performs related work as required or assigned.

TYPICAL DUTIES:

Working with the County School Superintendent, supervises the completion of statutory responsibilities and the Apache County Educational Service Agency's programmatic activities. These include but are not limited to review of school audits and financial data; working closely with all school districts in the County to support their fiscal reporting, and instructional improvement efforts; working closely with school districts, and other County offices to oversee the budgets, property tax rates, annual financial reports, and jail and juvenile detention education programs; oversees school elections and coordinates materials and deadlines; training and reviewing office personnel and assisting with challenges that arise; administers the Apache County Schools Business Consortium (ACSBC) and manages the application and reporting requirements of the FCC, Universal Service Fund programs for ACSBC; prepares correspondence and handles citizens questions; represents the County Superintendent of Schools in his/her absence and at certain meetings.

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable Knowledge Of:

- School and school district operations;
- Supervision principles and practices.

Considerable Skill In:

- Establishing and maintaining effective working relationships with employees, other agencies and the public;

Considerable Ability To:

- Meet multiple and critical deadlines;
- Train staff and work effectively with others;
- Communicate effectively verbally and in writing.

EDUCATIONAL REQUIREMENTS:

Hold a Master's Degree from an accredited college or university with a major in Accounting, Finance, Education or Education Administration, or 10 years demonstrated administrative supervisory experience in the field of education. Current certification in at least one of the following areas preferred: Arizona Administrative Certificate; Arizona Teaching Certificate; or Arizona Certified Business Official.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

SUPERIOR COURT

Date/Signature 4/23/18

Describe in detail what you want to say to the Board and what action you want the Board to take:

PERMISSION TO TABLE BID~~#~~ AWARD 201803 "LODGE" TO THE JUNE 5TH 2018 BOARD OF SUPERVISORS MEETING

PRE-AGENDA ITEM REVIEW

Review Routing ~~/~~ /Legal / /Finance / /Purchasing / /Human Resource / /Other:_____

Legal Review:_____

_____ Signature:_____

Finance Review:_____

_____ Signature:_____

Human Resources Review:_____

_____ Signature:_____

Other Review:_____

_____ Signature:_____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials_____

BID SHEET- LODGE

THE FOLLOWING BID SHEET IS FOR IDENTICAL 50 x 100 METAL BUILDINGS (SHELL ONLY)

BID ONE BUILDING AND BOTH TOGETHER

NO CHIMNEY FOR EITHER BUILDING

ALTERNATIVE BIDS WILL BE CONSIDERED

BID PRICE (first building)	$ 72,485.00
SALES TAX	$ 4,287.46
TOTAL COST	$ 76,772.46
BID PRICE (both)	$ 137,970.00
SALES TAX	$ 8,160.92
TOTAL COST	$ 146.130.92

SEPARATE ITEM(optional)

COST OF BUILDING(S) ERECTION $_____

CONTRACT PERSON: PAUL HANCOCK (928) 337- 7571 or DALE HAUSER (928)337-7531

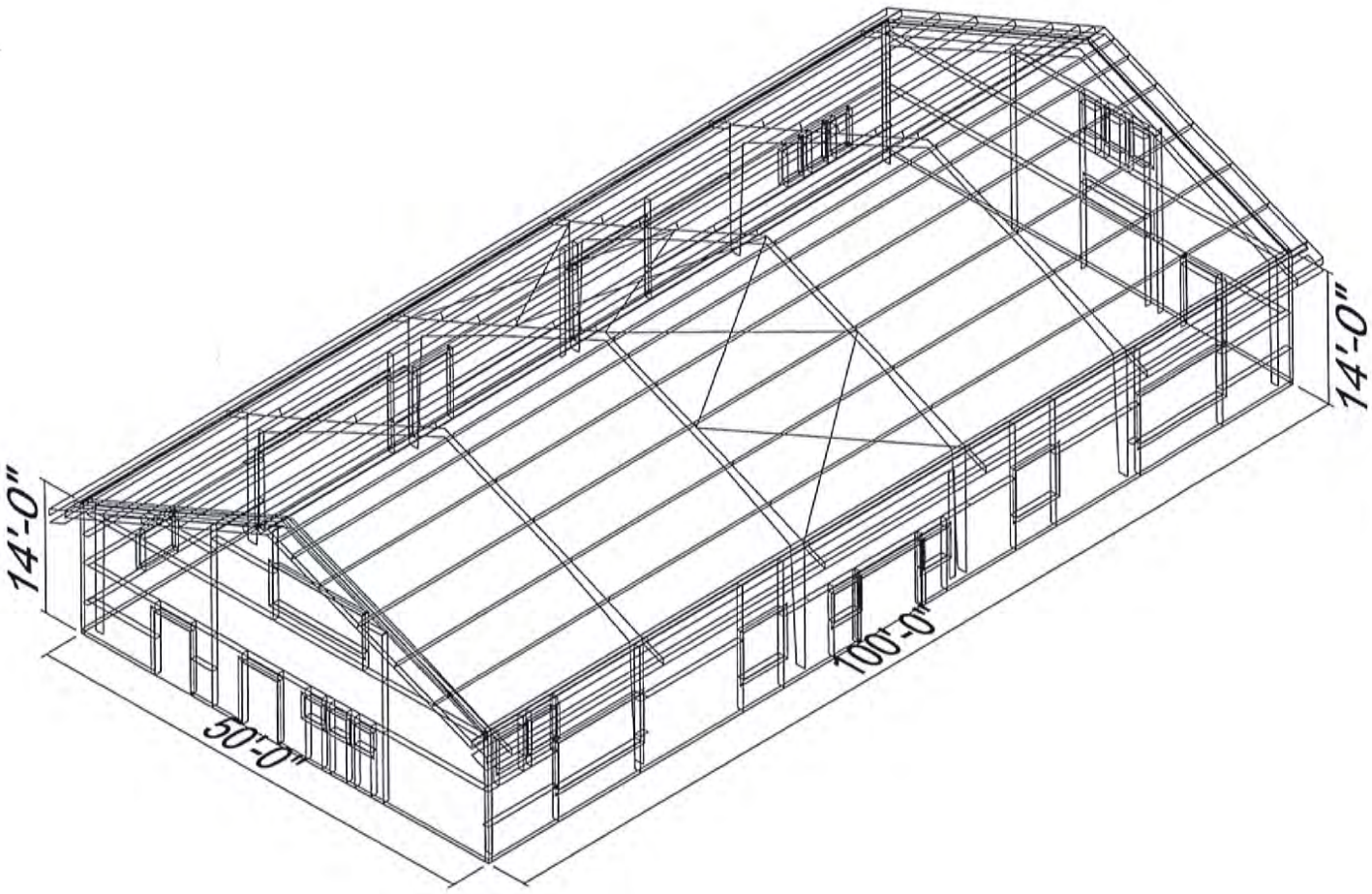
VENDOR NAME Noble Mountain Builders DATE 4/18/2018

VENDOR ADDRESS: 140 North Divot Drive Eagar, AZ 85925

VENDOR TELEPHONE 480-216-7586 FAX _____

AUTHORIZED SIGNATURE Ethan Belone

FEDERAL ID# EIN# 4733434196 TPT State license#21064803


14'-0"
50'-0"
100'-0"
14'-0"

ACCREDITED
AC 472

METAL DEPOTS

A Company of NCI Building Systems, Inc
40602 Highway 290 • Waller, TX • 77484
800-531-2731 • Fax: 936-372-2272

MBMA
METAL BUILDING MANUFACTURERS ASSOCIATION®

PURCHASE ORDER

PRODUCTION ☑ APPROVAL ☐ PERMIT ☐

BUYER / OWNER INFORMATION

Email:

BUILDING SPECIFICATIONS

Width:	50'	Ridge To Front Sidewall:	25'
Length:	100'	Front Sidewall - Girt Type:	Bypass
Left Eave Height:	14'	Back Sidewall - Girt Type:	Bypass
Right Eave Height:	14'	Left Endwall - Girt Type:	Flush
Roof Slope:	5.0:12	Right Endwall - Girt Type:	Flush
Frame Type:	Rigid Clearspan	Front Sidewall - Bracing:	Wind Column
Column Type:	Tapered Depth	Back Sidewall - Bracing:	Wind Column
Int. Module Spacing:	N/A	Left Endwall - Bracing:	Rigid Frame
SW Bay Spacing:	5 at 20	Right Endwall - Bracing:	Rigid Frame
Left EW Frame:	Half Load Rigid	LEW Condition:	Fully Sheeted
Right EW Frame:	Half Load Rigid	REW Condition:	Fully Sheeted
Primary Frame Coating:	Red Oxide	Secondary Framing Coating:	Red Oxide
LEW Column Spacing:	1 at 16, 1 at 21, 1 at 13		
REW Colum Spacing:	1 at 16, 1 at 18, 1 at 16		

DRAWINGS & DOCUMENTATION

Letters of Certification WITH Engineer's Seal:	1	Approval Drawings WITHOUT Engineer's Seal:	
Permit Drawings WITH Engineer's Seal:		Export WITHOUT Engineer's Seal:	
Final Drawings WITH Engineer's Seal:	3	Anchor Bolt Plan WITHOUT Engineer's Seal:	
Design Calculations WITH Engineer's Seal:			

DESIGN LOADS

Live Load (PSF):	20	Bulding Code:	IBC	Occupancy/Risk Category:	II - Normal
Reducible:	No	Year/Edition:	2012	Collateral Load (PSF):	0.5
Windload (MPH):	115.00	Exposure:	C	Collateral Type:	Lights
Hurricane Region:	YES ☐ NO ☑	Ss/AA:	0.246	Ground Snow (PSF):	30
	2	S1/Av:	0.074	Roof Snow (PSF):	21
Site Class:	D	Seismic D.C:	B	Snow Exposure:	Partially Exposed
Thermal Condition:	All Others	Rain Intensity	4	Building Enclosure: *	Closed

* Are Framed Openings & Open Areas, Which Won't Remain Open, Enclosed With Material Designed To Resist Wind Load? YES ☑ NO ☐

Adjacent Building Within 20': YES ☐ NO ☑ (If YES, Submit Existing Bldg Form)

Standard Deflection Limits Accepted: YES ☐ NO ☑ (If NO, Submit Required Limits)

Importance Factors: Snow: 1.00 Wind: 1.00 Seismic: 1.00

Topographic Factor Applicable: YES ☐ NO ☑ (If Yes, Submit Topographic Factor Supplemental Form)

ROOF & WALL COVERING

Roof Panel Profile:	PBR	26Ga	Color:	TBD WTHR XL
Roof Screw Length:	1-1/4"			
Wall Panel Profile:	PBR	26Ga	Color:	TBD WTHR XL
Wall Screw Length:	1-1/4"			

METAL DEPOTS

A Company of NCI Building Systems, Inc
40602 Highway 290 • Waller, TX • 77484
800-531-2731 • Fax: 936-372-2272

PURCHASE ORDER

COLORS

Wall Color:	TBD WTHR XL	Roof Color:	TBD WTHR XL
Corner Trim:	TBD WTHR XL	Eave Trim:	
Gutter Color:		Framed Openings:	
Base Trim:	Burnished Slate	Downspouts:	
Roll-up Doors:		Soffit:	
Windows:		Overhead Doors:	
Rake Trim:		Ridge Vents:	
Walkdoor:		Liner Panel:	
Wainscot/Trim:		Louvers:	

ACCESSORIES	QUANTITY	DESCRIPTION
Framed Opening	4	4.3333W X 6.6667H With No Trim
Framed Opening	1	11W X 4H With No Trim
Framed Opening	3	2W X 2H With No Trim
Framed Opening	4	3W X 3H With No Trim
Framed Opening	2	10.25W X 5H With No Trim
Framed Opening	2	5W X 5H With No Trim
Framed Opening	1	7.5W X 6.6667H With No Trim
Framed Opening	6	2W X 3H With No Trim
Framed Opening	1	8W X 2H With No Trim
Framed Opening	1	9W X 8H With Full Cover Trim
Framed Opening	1	16W X 8H With Full Cover Trim
Framed Opening	1	4W X 3H With No Trim
LEW Extension	1	2 ft x 50 ft With 26 Ga. PBR Soffit
REW Extension	1	2 ft x 50 ft With 26 Ga. PBR Soffit
FSW Extension	1	2 ft by 100 ft With 26 Ga. PBR Soffit
BSW Extension	1	2 ft by 100 ft With 26 Ga. PBR Soffit
	0	
	0	
Base Condition	INCL	Base Angle
☑ Sheet Notch		

ADDITIONAL NOTES

Non-Standard Deflection Limit: Purlin(Live) - 150

2' overhang and soffit all around

Customer to provide vertical and horizontal clearances required for all doors not supplied by Heritage to ensure proper design.

Lifetime Warranted Roof Screws Included. Anchor Bolts By Others.

Engineer Stamped Erection Drawings Included.

Mfg to MBMA Common Industry Practices. Welding Is AWS Certified.

Freight Is Included In Contract Price. Quote Invalid After 10 Days.

BID SHEET- LODGE

THE FOLLOWING BID SHEET IS FOR IDENTICAL 50 x 100 METAL BUILDINGS (SHELL ONLY)

BID ONE BUILDING AND BOTH TOGETHER

NO CHIMNEY FOR EITHER BUILDING

ALTERNATIVE BIDS WILL BE CONSIDERED

BID PRICE (first building) $ 45,310.00

SALES TAX $ 2150.40

TOTAL COST $ 47,460.40

BID PRICE (both) $ 90,120.00 @ same location only

SALES TAX $ 4,300.80

TOTAL COST $ 94,420.80

SEPARATE ITEM(optional)

COST OF BUILDING(S) ERECTION $ 51,250.00 each

CONTRACT PERSON: PAUL HANCOCK (928) 337- 7571 or DALE HAUSER (928)337-7531

VENDOR NAME Custom Craft Construction LLC DATE 4/12/2018

VENDOR ADDRESS: PO Box 1642 Springerville, AZ 85938

VENDOR TELEPHONE 928-205-7936 FAX nephihightower@att.net

AUTHORIZED SIGNATURE _____

FEDERAL ID# 82-1951268

See attached document for inclusions & exclusions

Custom Craft
CONSTRUCTION

PO BOX 1642 SPRINGERVILLE AZ 85925
PHONE: 928.205.7936
NEPHIHIGHTOWER@ATT.NET ROC#300034

Inclusions and Exclusions

1. Prices quoted are for one or two buildings delivered and erected at the same location in Eagar, AZ.
2. Prices quoted include building shell only and no accessories or engineering for building accessories. Building accessories must be designed and engineered prior to ordering of said building (s).
3. Building accessories cost will be considered and extra and will be payed in addition to quoted price(s).
4. Payment terms: 25% of total building cost prior to ordering building (s) remaining 75% to be paid in one week prior to delivery.
5. Prices quoted are good for 7 days only.



4/16/2018

Bid for: BID #201803 - LODGE

Bid Opening Date: 4.19.18

Time: 1:00 p.m.

Present: Tammy Herrick, DALE HAUSER,

Tabulating: DALE HAUSER

VENDOR NAME	AMOUNT
NOBLE MTN BUILDERS	$76,772.46
	$146,130.92
CCC	$47,460.40
	94,420.80

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

ENGINEERING

Date/Signature 4/19/18

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of a cooperative purchasing

~~PERMISSION TO ENTER INTO~~ AGREEMENT WITH TEXAS ASSOCIATION OF SCHOOL BOARDS INC. BUY BOARD PURCHASING, TO FACILITATE THE PURCHASING OF COMMODITIES, GOODS AND SERVICES.

PRE-AGENDA ITEM REVIEW

Review Routing X /Legal / /Finance / /Purchasing / /Human Resource / /Other:_____

Legal Review:_____

_____Signature:_____

Finance Review:_____

_____Signature:_____

Human Resources Review:_____

_____Signature:_____

Other Review:_____

_____Signature:_____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials_____

Texas Association of School Boards, Inc.
BuyBoard® Purchasing

NONPROFIT SUBSCRIBER AGREEMENT

This Nonprofit Subscriber Agreement ("Agreement") is entered into by and between the Texas Association of School Boards, Inc. ("TASB"), a tax-exempt, nonprofit, Texas corporation, with offices at 12007 Research Blvd, Austin, Texas 78759, and the undersigned nonprofit organization ("Subscriber"). The purpose of this Agreement is to facilitate the purchasing function for all subscribing nonprofit organizations by identifying qualified vendors of commodities, goods and services, to apply sound competitive procurement principles to purchases by nonprofit organizations, and to realize the various potential economies, including administrative cost savings, for Subscribers.

WITNESSETH:

WHEREAS, TASB owns and operates the BuyBoard®, a system of electronic commerce and procurement;

WHEREAS, TASB offers nonprofit, tax-exempt entities use of the BuyBoard at no cost; and

WHEREAS, the undersigned Subscriber is a nonprofit, tax-exempt entity and desires to participate in the purchasing opportunities afforded by the BuyBoard;

NOW BE IT RESOLVED, that the undersigned Subscriber in consideration of the agreement of TASB to provide services as detailed in this Agreement, does hereby agree to the following terms, conditions, and general provisions.

The parties, intending to be legally bound, do hereby agree as follows:

TERMS AND CONDITIONS

1. **Authority**. The Subscriber, by execution of this Agreement, hereby certifies and represents that all necessary authority has been obtained to enter into this Agreement; that it is a nonprofit, tax-exempt organization; and agrees to become a Subscriber to the BuyBoard.

2. **Term**. The initial term of this Agreement shall commence on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals.

3. **Termination.**

(a) **By Subscriber.** This Agreement may be terminated by the Subscriber at any time by thirty (30) days prior written notice to TASB

(b) **By TASB.** TASB may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Subscriber if the Subscriber fails or refuses to make the payments as herein provided; or

(2) Giving thirty (30) days notice by certified mail to the Subscriber if the Subscriber fails to abide by a material term of this Agreement.

(c) **Termination Procedure.** If the Subscriber terminates its participation during the term of this Agreement or breaches this Agreement, or if TASB terminates participation of the Subscriber under any provision of this Agreement, the Subscriber shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of Subscribership.

4. **Payments.** Subscriber shall be fully and solely responsible for paying the purchase prices to Vendors from whom purchases are made, and paying to Vendors all sales taxes due on such transactions, if any. Subscriber understands and agrees that TASB will receive fees from Vendors for purchases Subscriber makes through the BuyBoard.

5. **Administration.** Subscriber will use the BuyBoard purchasing application in accordance with instructions from TASB; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to TASB or its designee in accordance with instructions of TASB; and make a final accounting to TASB upon termination of membership.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Subscriber represents and warrants that its governing body has duly authorized this Agreement.

2. **Cooperation.** The Subscriber agrees to cooperate with any and all reasonable policies and procedures established by TASB for Subscribers.

3. **Coordinator.** The Subscriber agrees to appoint a purchasing coordinator who shall have expressed authority to represent and bind the Subscriber, and TASB will not be required to contact any other individual regarding subscription matters. Any notice to or any agreements with the coordinator shall be binding upon the Subscriber. The Subscriber

reserves the right to change the coordinator as needed by giving written notice to TASB. Such notice is not effective until actually received by TASB. The Subscriber's coordinator will be:_____unless and until the Subscriber provides TASB with written notice of a change.

4. **Limitations of Warranties and Liability.** TASB DOES NOT WARRANT THAT THE OPERATION OR USE OF SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR FREE.

5. TASB HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

   THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

   TASB'S LIABILITY TO SUBSCRIBER UNDER THIS AGREEMENT IS LIMITED TO $200.

6. **Notice.** Any written notice to TASB shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director of Business Services, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767.

7. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement effective the date written above.

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

By: _____ Date: _____
Gerald Brashears, Director of Business Services

SUBSCRIBER:

_____
(Name of Nonprofit, tax-exempt organization)

By: _____ Date: _____
Signature of Authorized Representative

_____
Printed Name and Title

Coordinator for the Subscriber is:

_____
Name

_____
Title

_____
Mailing Address

_____
City

_____
State Zip Code

_____
Telephone

_____
Fax

_____
Email Address

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

ENGINEERING

Date/Signature 4/19/18

Describe in detail what you want to say to the Board and what action you want the Board to take:

~~PERMISSION TO~~ Discussion + possible approval of a LEASE/PURCHASE ~~A~~ for a KOMATSU DOZER FOR THE LIMESTONE PIT USING TEXAS ASSOCIATION OF SCHOOL BOARDS, BUY BOARD PURCHASING AGREEMENT WITH ROAD MACHINERY INC. SALES PRICE OF $390,077 MINUS TRADE IN (CAT 140H MOTOR GRADER) OF $80,000.00, ~~PLUS SALES TAX AND DOCUMENT FEES OF $27,041.62 EQUALS AMOUNT FINANCED OF $337,118.62.~~ LEASE PERIOD OF 3 YEARS ~~WITH PAYMENTS OF $116,775.59 EACH YEAR.~~

PRE-AGENDA ITEM REVIEW

Review Routing K /Legal / /Finance / /Purchasing / /Human Resource / /Other:_____

Legal Review:_____

_____ Signature:_____

Finance Review:_____

_____ Signature:_____

Human Resources Review:_____

_____ Signature:_____

Other Review:_____

_____ Signature:_____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials_____

(TO BE RETYPED ON LETTERHEAD OF LESSEE'S COUNSEL)

Komatsu Financial Limited Partnership
1701 W Golf Road-Suite 300
Rolling Meadows, IL 60008

Subject: Lease/Purchase Agreement dated May 3, 2018
Account Number 777-0095249-000

Gentlemen,

I have acted as Counsel to Apache County (the "Lessee") with respect to that certain Equipment Lease/Purchase Agreement (the "Agreement") dated May 3, 2018 by and between Road Machinery, LLC and the Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

1) The Lessee is a political subdivision of the State of Arizona;

2) The execution, delivery and performance of the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and

3) The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

Very truly yours,

KOMATSU
FINANCIAL

777-0095249-000

MUNICIPAL EQUIPMENT LEASE-PURCHASE AGREEMENT

THIS LEASE-PURCHASE AGREEMENT (hereinafter referred to as "Agreement") by and between *Road Machinery, LLC* a(n) Arizona corporation (hereinafter referred to as "Lessor"), and Apache County, a political subdivision of the State of Arizona (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. *Term and Payments.* Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the equipment described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Equipment") for the amounts to be paid in the sums and on the dates set forth in Exhibit B hereto. Except as specifically provided in Paragraph 2 hereof, the obligation of the Lessee to make the payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim, or recoupment for any reason. The term of the lease hereunder shall commence upon the acceptance of possession of the Equipment by Lessee (or acceptance by Lessee of delivery of the first item of Equipment if this Agreement involves multiple items of Equipment) and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein. In accordance with the Agreement, Lessee hereby certifies that all of the Equipment (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) has been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purpose, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of the Agreement.

2. *Renewal and Nonappropriation.* Lessee agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all payments called for under Exhibit B and use its best efforts and take all steps to cause such appropriations to be made. In the event that (i) funds for the succeeding fiscal period cannot be obtained, (ii) Lessee has exhausted all legally available means for making the payment called for under this Agreement, (iii) Lessee has invoked and diligently pursued all legal procedures by which payment called for under this Agreement may be made, (iv) such failure to obtain funds has not resulted from any act or failure to act of Lessee, (v) Lessee has not acquired, and has no intent to acquire during the subsequent fiscal period, items of property having functions similar to those of the Equipment or which provide similar benefits to Lessee, and (vi) no funds have been appropriated for the acquisition of such property, then Lessee may terminate this Agreement at the end of any fiscal period during the payment schedule set forth in Exhibit B by giving notice to Komatsu Financial Limited Partnership, 1701 W. Golf Road, Rolling Meadows, IL 60008 or at such other place as Lessor or its successors and assigns may from time to time hereafter designate, at least 60 days prior to the first day of such fiscal period for which appropriations cannot be made. Such failure to obtain proper appropriation and approval of the full amount of funds necessary to make required payments hereunder during any fiscal period subsequent to the current fiscal period shall terminate all of Lessee's right, title and interest in obligations under this Agreement to all the Equipment, effective on the last day of the last fiscal period for which appropriation or approval was properly obtained.

3. *Taxes.* In addition to the payments to be made pursuant to Paragraph 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand an amount equal to all license, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines or interest thereon imposed against or on Lessor, Lessee or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or State income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

4. *Lessee's Covenants and Representations.* Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purpose; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all its obligations hereunder; and, Lessee has budgeted and has available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with this Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; specifically, Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to the Equipment's;

(f) The Equipment is essential to the proper, efficient and economic operation of the Lessee, and there are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Equipment or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder;

(g) Lessee's right to terminate this Agreement as specified in Paragraph 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located; and

(h) Lessee shall execute and file any document required, pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to report the issuance of this Agreement.

5. *Use and Licenses.* Lessee shall pay and discharge all operating expenses and shall cause the Equipment to be operated by competent persons only. Lessee shall use the Equipment only for its proper purposes and will not install, use, operate or maintain the Equipment improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Equipment or the use contemplated by its manufacturer. Lessee shall keep the Equipment at the location stated on Exhibit A, until Lessor in writing permits its removal, and the Equipment shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Equipment. License plates used on the Equipment shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Equipment, it shall be delivered to the Lessor showing the interest of the Lessor.

6. *Maintenance.* Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Equipment in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others, and shall become part of the Equipment and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance, and preservation of the Equipment, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. *Alterations.*

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Equipment such equipment or accessories as may be necessary or convenient to use the Equipment for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Equipment. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Equipment except as required or permitted hereunder. Any other alterations, modifications or improvements to the Equipment shall immediately become part of the Equipment, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Equipment to any real property. The Equipment shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon real property or any improvement thereon.

(c) Lessee shall not remove, disable or impair in any manner the unit monitoring system, such as KOMTRAX or VHMS, if equipment is so equipped with such system.

8. *Liens.* Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, title thereto, or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. *Damage to or Destruction of Equipment.* Lessee shall bear the entire risk of loss, damage, theft, or destruction of the Equipment from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement.

(a) In the event that all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair,

Lessee shall replace the same with like property in good repair of like value, acceptable to Lessor, at Lessee's sole cost and expense as soon thereafter as possible and any such replacement shall become subject to this Agreement. If insurance is in effect with respect to the Equipment, insurance proceeds received by Lessor with respect to any such casualty shall be paid to Lessee if such Equipment is replaced by Lessee as required hereunder.

(b) If Lessee fails to replace such Equipment as required, Lessor may at its option terminate this Agreement as to that part of the Equipment lost, stolen, destroyed or damaged beyond repair, and recover from Lessee the amount of the unpaid principal balance applicable to Equipment lost, stolen, destroyed or damaged beyond repair as of the last date on which a payment was made pursuant to Paragraph 1 hereof, together with interest thereon at the rate specified in Exhibit B from such payment date to the date of such termination, and less insurance proceeds, if any, received and retained. If Lessor exercises its option hereunder, the principal portion of the payments required to be made thereafter by Lessee pursuant to Paragraph 1 and the subsequent Option to Purchase Values set forth in Exhibit B shall be reduced in the proportion which the original cash sale price of the part of the Equipment lost, stolen, destroyed or damaged beyond repair bore to the aggregate original cash sale price of the Equipment described in Exhibit A.

10. *Insurance.* Lessee shall either be self-insured with regard to the Equipment or shall purchase and maintain insurance with regard to the Equipment. If Lessee elects to be self-insured with regard to this Agreement, it may do so only with the prior consent of Lessor. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Equipment, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Equipment. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Equipment, insuring against customary risks coverage at all times not less than the amount of the unpaid principal portion of the payments required to be made pursuant to Paragraph 1 as of the last preceding payment date specified in Exhibit B on which a payment was made. If insurance policies are provided with respect to the Equipment, all insurance policies shall be with insurers authorized to do business in the State where the Equipment is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Paragraph 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of nonpayment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Equipment to carry workmen's compensation insurance covering employees working on, in or about the Equipment. In the event Lessee fails, for any reason, to comply with the requirements of this Paragraph, Lessee shall indemnify and save harmless, and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors, and the Equipment against all risk of loss not covered by insurance.

11. *Indemnification.* Lessee shall indemnify and save harmless Lessor and its agents, employees, officers and directors from and, at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind or nature which in any way relate to or arise out the ownership, rental, possession, operation, or return of the Equipment. All amounts which become due from Lessee under this Paragraph 11 shall be credited with any amounts received by the Lessor from insurance provided by the Lessee and shall be payable by Lessee within thirty (30) days following demand therefor by Lessor and shall survive the termination or expiration of this Agreement.

12. *No Warranty.* EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE EQUIPMENT MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE EQUIPMENT, ALL OF WHICH ARE HEREBY ASSIGNED TO LESSEE, LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE EQUIPMENT DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATIONS OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

13. *Option to Purchase.* Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all the Equipment which is then subject to this Agreement "as is" at the payment date and for the Option to Purchase Values set forth in Exhibit B or such adjusted Option to Purchase Value as may have been determined in accordance with Paragraph 9 hereof by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all payments specified in Exhibit B and the Final Purchase Option Price, Lessee shall be deemed to have properly exercised its option to purchase the Equipment and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Equipment, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable purchase date specified in Exhibit B hereto at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Equipment to Lessee free from any

lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Equipment, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. *Default and Lessor's Remedies.*

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee's failure to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee's failure to comply with any other covenant, condition or agreement of Lessee hereunder for a period of ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee shall make, permit or suffer any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Equipment or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to, or acquiesce in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may at its sole discretion exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Equipment, will use commercially reasonable efforts to give Lessee notice within 24 hours, without demand and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Paragraph 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Equipment, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Equipment or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on or notice to Lessee of Lessor's intention to do so or relet the Equipment for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and re-installation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding payment date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Paragraph 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Paragraph 14, shall mean to the extent allowed by law; (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Equipment; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Equipment, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstance shall Lessee be liable under Paragraph 14(b) for any amount in excess of the sum appropriated pursuant to Paragraph 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. *Termination.* Unless Lessee has properly exercised its option to purchase pursuant to Paragraph 13 hereof, Lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to Paragraph 14 hereof, deliver the Equipment to Lessor unencumbered and in at least as good condition and repair and in compliance with Exhibit C Return Provisions as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Equipment, at Lessee's sole expense, on such carrier, or delivering the Equipment to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Equipment to the nearest Komatsu distributor branch. If Lessee fails to deliver the Equipment to Lessor, as provided in this Paragraph 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total

payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Equipment to Lessor or Lessor repossesses the Equipment.

16. *Assignment and Sublease.*

(a) Without the prior written consent of Lessor, Lessee shall not (i) assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement, the Equipment, or any part thereof or any interest therein, (ii) sublet the Equipment or any part thereof, or (iii) permit the Equipment to be used for any purpose not permitted by Paragraph 5 hereof.

(b) Lessor intends to sell, assign or transfer all of its right, title and interest in, to and under this Agreement (including, without limitation, rights in the Equipment and all payments of any kind due or which are to become due to Lessor hereunder) to Komatsu Financial Limited Partnership (hereinafter referred to as "Assignee"), and Lessee hereby agrees and consents to such sale, assignment or transfer, and agrees to make payments due under this Agreement directly to Assignee pursuant to Assignee's instructions. Assignee shall not further sell, assign or transfer this Agreement. Upon such sale, assignment or transfer to Assignee, Assignee shall thereafter be deemed to be the Lessor hereunder, except that Lessor and Lessee agree and acknowledge that Assignee will have made no representation or warranty, and therefore will assume no obligation, with respect to the title, merchantability, condition, quality or fitness of the Equipment for any particular purpose, or for the enforcement of any warranties or service agreement made or assigned to Lessee by the initial Lessor named herein. Lessee shall, during the term of this Agreement, keep a complete and accurate record of such sale, assignment or transfer in form necessary to comply with Section 149(a) of the Internal Revenue Code, as amended, and the regulations, promulgated thereunder.

17. *Personal Property.* The Equipment is and shall at all times be and remain personal property.

18. *Lessor's Right to Perform for Lessee.* If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

19. *Interest on Default.* If Lessee fails to pay any payments specified in Paragraph 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor charges at the highest rate permitted by law, but not to exceed 1.5% per month.

20. *Notices.* Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

21. *Security Interest.* As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its heirs, successors, assigns and personal representatives, a security interest in the Equipment, all accessions thereto and proceeds therefrom, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Equipment is located or any other State which may have jurisdiction over the Equipment. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Equipment or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction.

22. *Miscellaneous.*

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Equipment and shall give Lessor immediate notice of any attachment or other judicial process affecting the Equipment, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter, and only in the presence of Lessee, upon any job, building or place where the Equipment and the books and records of the Lessee with respect thereto are located; however, Lessor is not authorized to enter into any active construction, demolition or worksite controlled in whole and/or in part of Lessee without Lessee'

(b) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation or any other covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to the Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(c) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Equipment is located.

(d) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and

Lessee.

(e) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of the Agreement.

(f) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(g) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(h) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(i) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(j) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 3rd day of May 2018

LESSOR:	LESSEE:
Road Machinery, LLC.	Apache County
By: Sloan Brooks	By:_StevenAnderson
_____	_____
(Name)	(Name)
President & COO	Accounting Manager
(Title)	(Title)
4710 E. Elmwood, STE 6 (Address of Lessor)	PO Box 428 (Address of Lessee)
Phoenix, AZ 85040	St. Johns, AZ 85936
(City, County, State, Zip Code)	(City, County, State, Zip Code)

THE STATE OF

COUNTY OF

Before me, the undersigned authority, on this day personally appeared Steven Anderson of Apache County known to me to be the person whose name is subscribed to the foregoing instrument on behalf of Lessee, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act deed of said corporation.

Given under my hand and seal of office this day of

Notary Public in and for the State of

My Commission Expires:

(SEAL)

05/03/18 EXHIBIT B ACCOUNT # 777-0095249-000

$337,118.62	36	@	3.60%
EQUIPMENT COST	TERM		INTEREST RATE

LESSEE'S FISCAL PERIOD: December 31

DATE	PAYMENT NUMBER	INTEREST PAYMENT	PRINCIPLE PAYMENT	PAYMENT AMOUNT	OPTION TO PURCHASE VALUE
05/03/18	1	$0.00	$116,775.59	$116,775.59	$220,343.03
06/03/18	2	$661.15	$0.00	$0.00	$221,004.18
07/03/18	3	$663.13	$0.00	$0.00	$221,667.30
08/03/18	4	$665.12	$0.00	$0.00	$222,332.42
09/03/18	5	$667.11	$0.00	$0.00	$222,999.54
10/03/18	6	$669.12	$0.00	$0.00	$223,668.65
11/03/18	7	$671.12	$0.00	$0.00	$224,339.78
12/03/18	8	$673.14	$0.00	$0.00	$225,012.92
01/03/19	9	$675.16	$0.00	$0.00	$225,688.07
02/03/19	10	$677.18	$0.00	$0.00	$226,365.26
03/03/19	11	$679.22	$0.00	$0.00	$227,044.47
04/03/19	12	$681.25	$0.00	$0.00	$227,725.73
05/03/19	13	$683.30	$116,092.29	$116,775.59	$112,316.73
06/03/19	14	$337.01	$0.00	$0.00	$112,653.74
07/03/19	15	$338.02	$0.00	$0.00	$112,991.76
08/03/19	16	$339.03	$0.00	$0.00	$113,330.80
09/03/19	17	$340.05	$0.00	$0.00	$113,670.85
10/03/19	18	$341.07	$0.00	$0.00	$114,011.92
11/03/19	19	$342.10	$0.00	$0.00	$114,354.02
12/03/19	20	$343.12	$0.00	$0.00	$114,697.14
01/03/20	21	$344.15	$0.00	$0.00	$115,041.29
02/03/20	22	$345.18	$0.00	$0.00	$115,386.48
03/03/20	23	$346.22	$0.00	$0.00	$115,732.70
04/03/20	24	$347.26	$0.00	$0.00	$116,079.96
05/03/20	25	$348.30	$116,427.29	$116,775.59	$0.97
06/03/20	26	$0.00	$0.00	$0.00	$0.97
07/03/20	27	$0.00	$0.00	$0.00	$0.97
08/03/20	28	$0.00	$0.00	$0.00	$0.98
09/03/20	29	$0.00	$0.00	$0.00	$0.98
10/03/20	30	$0.00	$0.00	$0.00	$0.98
11/03/20	31	$0.00	$0.00	$0.00	$0.99
12/03/20	32	$0.00	$0.00	$0.00	$0.99
01/03/21	33	$0.00	$0.00	$0.00	$0.99
02/03/21	34	$0.00	$0.00	$0.00	$0.99
03/03/21	35	$0.00	$0.00	$0.00	$1.00
04/03/21	36	$0.00	$0.00	$0.00	$1.00
4/3/2021				OPTION TO PURCHASE	$1.00

LESSEE: Apache County Arizona LESSOR: Road Machinery, LLC

BY:_____ BY:_____

Account Number 777-0095249-000

EXHIBIT A

DESCRIPTION OF EQUIPMENT

Apache County, Arizona
LESSEE

QUANTITY	DESCRIPTION	SERIAL NUMBER	SALES PRICE
(1) One	**Komatsu D155AX-7**	**90093**	**$390,077.00**
	Less Net Trade		$80,000.00
	Plus Sales Tax		$26,666,62
	Plus Doc Fee		$375.00
	Amount to Finance		$337,118.62

EQUIPMENT LOCATION AND PRIMARY USE

PO Box 428, Saint Johns, AZ 85936

General Construction

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Sheriff's Office

Date/Signature: 4/26/18

Describe in detail what you want to say to the Board and what action you want the Board to take:

Sheriff's Office: Discussion and possible action in reference to the following salary adjustments for Sheriff's Office personnel by positions: Chief Deputy-from $85,369 to $90,596; Districts One and Two Operations Commander-from $60,800 to $72,543; Districts Three and Four Operation Commander-from $68,357 to $72,543; SCET Commander-from $60,266 to $65,568; District One Sergeant-from $51,385 to $58,087; District Two Sergeant- from $44,682 to $48,164; District Three Sergeant-from $50,267 to $56,970; change position title of ACCENT Coordinator to SCET Administrative Assistant III-from $30,986 to $33,770; Admin/EM Sergeant-from $46,917 to $54,736; Training/Evidence Sergeant-from $45,799 to $50,268. Both SCET positions are grant funded.

BOS Meeting Date Requested 5/1/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Approved by the BOS Oct. 20, 2015

Beth Bond

From: Brannon Eagar
Sent: Thursday, April 26, 2018 10:00 AM
To: Beth Bond; Ryan Patterson
Subject: Corrected Agenda Item

Ryan and Beth,

I corrected the one salary and everything else looks correct. Thank you.

Sheriff's Office: Discussion and possible action in reference to the following salary adjustments for Sheriff's Office personnel by positions: Chief Deputy-From $85,369 to $90,596; Districts One and Two Operations Commander-From $60,800 to $72,543; Districts Three and Four Operation Commander-From $68,357 to $72,543; SCET Commander-From $60,266 to $65,568; District One Sergeant-From $51,385 to $58,087; District Two Sergeant-from $44,682 to $48,164; District Three Sergeant-From $50,267 to $56,970; change position title of ACCENT Coordinator to SCET Administrative Assistant III-From $30,986 to $33,770; Admin/EM Sergeant-From $46,917 to $54,736; Training/Evidence Sergeant-From $45,799 to $50,268.
Both SCET positions are grant funded.

Brannon Eagar
Chief Deputy Apache County Sheriff's Office Apache County Emergency Management Director beagar@co.apache.az.us
Cell 928-245-6294

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature: 4/23/18

Describe in detail what you want to say to the Board and what action you want the Board to take:

Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

- Eastern Arizona Counties Association on May 16, 2018 at 3:00 p.m. at the County Supervisors Association (CSA) building, 1905 West Washington Street in Phoenix.
- Small Counties Forum meeting (hosted by Apache County) on May 16, 2018 at 5:30 p.m. at the CSA building, 1905 West Washington Street in Phoenix.
- County Supervisors Association meeting on May 17, 2018 at the CSA building, 1905 West Washington Street, in Phoenix at 10:00 a.m.

BOS Meeting Date Requested May 1, 2018

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

Approved by the BOS Oct. 20, 2015

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature: 4/25/18

Describe in detail what you want to say to the Board and what action you want the Board to take:

County Manager: Update on 2018-2019 budget process.

BOS Meeting Date Requested 5/1/18

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials _____

Approved by the BOS Oct. 20, 2015

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Attorney

Date/Signature: 4/24/2018

Describe in detail what you want to say to the Board and what action you want the Board to take:

County Attorney's Office: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3) discussion and possible approval of a settlement agreement regarding litigation with Ladell Haynes and Andre Turner.

BOS Meeting Date Requested May 1, 2018

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

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Approved by the BOS Oct. 20, 2015

Beth Bond

Subject: FW: Turner Settlement
Attachments: Settlement Agreement - Perez.docx

From: Joe Young
Sent: Tuesday, April 17, 2018 12:02 PM
To: Diana Morgan <dmorgan@co.apache.az.us>
Cc: Beth Bond <bbond@co.apache.az.us>; Ryan Patterson <rpatterson@co.apache.az.us>
Subject: RE: Turner Settlement

Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3) discussion and possible approval of a settlement agreement regarding litigation with Ladell Haynes and Andre Turner.

Also, please place the following agenda item, regarding another settlement agreement, I believe this one should be on the consent agenda:

Discussion and possible approval of a settlement agreement with Enrique Perez regarding a $550 dispute.

I have attached the agreement for that second item, but it is only for the supervisors, not the public.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested May 1, 2018

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

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Approved by the BOS Oct. 20, 2015