



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS AND
THE APACHE COUNTY PUBLIC HEALTH DISTRICT**

**April 1, 2014
Ganado Road Yard Conference Room
Highway 264 mile marker 446.8
Ganado, Arizona
8:30 a.m. MST/9:30 a.m. MDST**

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
April 1, 2014**

1. Discussion and possible approval to increase the work hours for April Blair, Program Coordinator I from 40 hours per pay period to 48 hours per pay period, effective April 6, 2014. This increase will be paid using budgeted funding.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
April 1, 2014**

1. District III Supervisor Barry Weller: Discussion and possible action regarding the return of the call to the public to the beginning of the agenda of Board of Supervisor's meetings.
2. District III Supervisor Barry Weller: Discussion and possible action regarding the process of changing the location or time of Board Meetings that have already been approved at the beginning of each calendar year.

3. 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 minutes dated March 18, 2014.
- *B. Request approval of demands dated March 18, 2014 to April 1, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.
- *C. Request approval of a Special Event Liquor License for Corporal Joe McCarthy American Legion Auxiliary for a Memorial Day parade and luncheon on May 26, 2014 at the Concho Lions Club Park in Concho, Arizona.
- *D. Request approval of a letter to the Arizona Liquor Board opposing the renewal of liquor licenses for Red Barn, Lee's Liquor and High Country located in the Sanders and Chamber, Arizona areas.

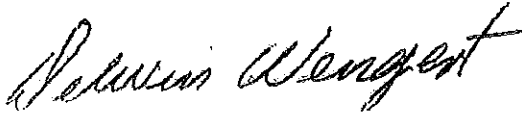
Community Development:

- *E. Request approval of a Conditional Use Permit to allow Verizon to construct a 155' communications tower. Property is located near Concho on parcel 204-41-001, section 25, township 14N Range 26E. The Planning and Zoning Commission voted unanimously to approve.
 - *F. Request approval to re-appoint Tom Tilford and Patsy Plant as Planning and Zoning Commission members for another 4 year term.
4. Engineering Department: Discussion possible approval to purchase a new 2013 140M2 motor grader from Empire Machinery, with trade in of the 140H motor grader using the National Intergovernmental Purchasing Alliance's contract with City of Tucson. Purchase amount is \$303,552 and trade in amount is \$51,000, for a total of \$252,552. Funding will come from District II carryover and District II HURF.
 5. Engineering Department: Discussion and possible approval to enter into a utilities right of way Easement Agreement with the Navajo Tribal Utility Authority to place a new power pole and equipment at the Sanders Interchange located north of I-40 Interstate.
 6. Sheriff's Office: Discussion and possible acceptance of a change of capital outlay for the Governor's Office of Highway Safety Grant #2014-PT-087. Due to receiving a lower price on the vehicles listed on the previous grants, the Sheriff's Office will be able to utilize the remaining funds to purchase more equipment. The total grant funding amount remains the same, this is simply a capital outlay change. The cost to the County for an additional vehicle and equipment will be \$7,122.

7. Malena Bazarro, Grant Manager: Discussion and possible approval and adoption of the Fair Housing Proclamation and Resolution as required by Department of Housing for CDBG projects affirmatively furthering fair housing activity.
8. IT Department: Discussion and possible approval of an addendum to the Tyler Contract that results in a onetime installation savings of \$6,160 which can be applied to other Tyler services and an annual maintenance savings of \$2,436. This is due to the Treasurer wanting Visions IVEE interface instead of eCommerce.
9. Finance: Presentation regarding revenues and expenditures related to the budget.

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: 3/31/14 at 8:00 a.m. p.m. by DB.

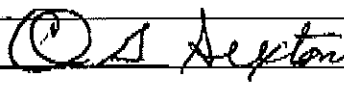


Delwin Wengert, Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Chris Sexton, Apache County Public Health Services district

Date/Signature: 3/24/2014 

Describe in detail what you want to say to the Board and what action you want the Board to take:
Discussion and possible approval to increase work hours for April Blair, Program Coordinator I, from 40 hours per pay period to 48 hours per pay period effective April 6, 2014. Increase to be paid from budgeted funds.

BOS Meeting Date Requested 04/01/2014

PRE-AGENDA ITEM REVIEW

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

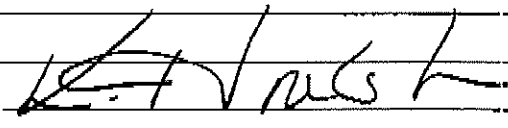
Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: 

Other Review: _____

Signature: _____

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

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

District III _____

Date/Signature: _____

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

Discussion and possible action regarding the return of the call to the public to the beginning of the agenda of Board of Supervisor's meetings. _____

BOS Meeting Date Requested _____

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 _____

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

District III _____

Date/Signature: _____

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

Discussion and possible action regarding the process of changing the location or time of Board Meetings that have already been approved at the beginning of each calendar year.

BOS Meeting Date Requested _____

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 _____

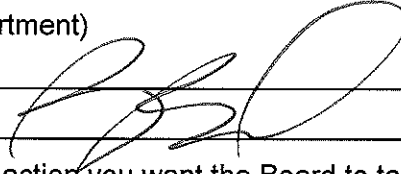
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Beth Bond

Date/Signature:



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

Approval of Minutes dated March 18, 2014

BOS Meeting Date Requested

4/1/14

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

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

March 18, 2014
St. Johns, Arizona

Present were, Chairman Tom M. White, Jr. Vice Chairman Barry Weller and Supervisor Joe Shirley. Also present was County Manager/Clerk of the Board, Delwin Wengert and County Attorney Michael Whiting.

Chairman White called to order the Board of Supervisors meeting, the Flood Control District meeting and the Public Health Services District meeting at 8:32 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Winslow McNeil gave the invocation.

Judith Pepple led the Pledge of Allegiance.

Chairman White called for the Flood Control District item.

Ferrin Crosby, County Engineer, requested approval of a resolution to accept FEMA grant funds for the Nutrioso Crossings Reconstruction. Mr. Crosby provided an overview of the project and asked the Board to approve the resolution so he can proceed with the receiving the funds so he can proceed with the reconstruction of the two crossings. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller and Mr. Crosby held a discussion regarding the timeframe for the project. Mr. Crosby stated that he is hoping to have the crossings completed this summer before the monsoon season. Vote was unanimous.

Resolution 2014-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA AUTHORIZING THE ACCEPTANCE OF FEMA PRE-DISASTER MITIGATION FUNDS, IF AWARDED, FOR **PDM-PJ-09-AZ-2013-006, Nutrioso Flood Control Project** TO BE USED TO DESIGN AND CONSTRUCT FLOOD CONTROL MEASURES IN THE VICINITY OF COUNTY ROADS 2015 and 2180 AT THE INTERSECTION WITH NUTRIOSO CREEK; AND ALLOWING THE COUNTY TO COMMIT TO AN IN-KIND CONTRIBUTION AND LONG-TERM MAINTENANCE OF THE FLOOD CONTROL SYSTEM.

WHEREAS, flooding occurs on a regular, annual basis as a result of runoff in the White Mountains along the vicinity of Nutrioso Creek, in the Town of Nutrioso, an unincorporated community of Apache County, between County Roads 2015 and 2180;

WHEREAS, the Nutrioso Creek crossings at CR-2015 and CR-2180 were removed in the aftermath of the 2011 Wallow Fire, under recommendation from multiple state, local, and federal agencies to avoid exasperating post-fire flooding;

WHEREAS, experts from multiple state, local, and federal agencies anticipate greater flood hazards as a consequence of the Wallow Fire, which destroyed a significant portion of the upstream drainage into Nutrioso Creek;

WHEREAS, Apache County has demonstrated through empirical data that normal (1-yr to 2-yr) precipitation events result in 25-yr to 50-yr recurrence interval flood flows in the project area;

WHEREAS, Apache County Flood Control has provided engineering analyses, design, and construction drawings of flood control measures to restore and re-open the Nutrioso Creek crossings at CR-2015 and CR-2180;

WHEREAS, a design, engineering, construction, and administration budget of the flood control project to restore the Nutrioso Creek crossings at CR-2015 and CR-2180 has been documented under the Federal Emergency Management Agency's (FEMA) guidelines in the amount of approximately \$131,598.75;

WHEREAS, the Arizona Division of Emergency Management has accepted a FEMA grant application from Apache County, and presented this grant to FEMA as one of the highest priorities for the State of Arizona, under the FEMA Pre-Disaster Mitigation Program in the amount of approximately \$94,252.75 of federal funding toward the design and construction of the flood control measures;

WHEREAS, the FEMA application for this project is one of 3 Arizona projects selected on a nationwide basis for programmatic and environmental review by FEMA for FY 2014;

Now Therefore Be It RESOLVED that Apache County:

1. Accepts the funds from ADEM/FEMA, if awarded, to be applied toward the restoration of road crossings in Nutrioso as defined in the grant application;
2. Commits to an additional in-kind contribution through the use of County staff which will consist of construction labor, administration, and project management. The dollar equivalent of this "soft match" labor, with a federal value of \$37,346 (28.31% of the estimated federal costs of \$131,598.75), will ensure a minimum 25% non-federal cost share;
3. Certifies that labor and equipment costs for computation of the "in-kind" match by Apache County have been prepared by a registered engineer with recent, relevant experience, and has provided to FEMA backup documentation and analyses demonstrating that the unit costs used are comparable to published federal Davis-Bacon wage rates as of October, 2013;
4. Accepts responsibility for long-term maintenance of the system when completed under the County's Road Maintenance program;
5. Appoints Robert C. Toy, P.E. as Project Manager and Designated Applicant Agent to execute an application to the Arizona Division of Emergency Management for the purpose of obtaining certain Federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 100-707) or under the Federal Disaster Relief Act of 1974 (Public Law 93-288 as amended) or otherwise available from the President's Disaster Relief Fund;
6. That the County authorizes its agent to provide to the State, FEMA, and other Federal agencies for all matters pertaining to such Federal disaster assistance the assurances attached to the project application.

Passed and Adopted by the Apache County Board of Supervisors on March 18th, 2014.

/s/ Tom M. White, Jr.
Chairman of the Board

/s/ Delwin Wengert
Clerk of the Board

Mr. Shirley moved to adjourn the Flood Control District meeting, seconded by Mr. Weller.
Vote was unanimous.

Chairman White called for the Public Health Services District item.

Chris Sexton, Health Director, requested approval of an Intergovernmental Agreement ADHS 13-003957 Immunization Program Amendment #1 which deletes scrutinized business, replaces contract price sheet and amends the Scope of Services in the amount of \$50,000. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Mr. Shirley moved to adjourn, seconded by Mr. Weller. Vote was unanimous.

Chairman White called for the regular agenda item.

Mark Empey, on behalf of Jim Zornes, Apache Sitgreaves Forest Supervisor provided an overview of the upcoming fire season outlook, the current drought and summer monsoon predictions. Mr. Empey addressed the forest fire issues for this fire season. No action was needed or taken.

Milton Ollerton, Community Development Director, presented the public hearing for discussion and possible approval of a revision to the Temporary Use Application process. Mr. Ollerton provided an overview of the revisions and stated that this was approved unanimously by the Planning and Zoning Commission. Mr. Ollerton stated that there was an issue with the newspaper publication that didn't print a color version of the proposed changes so a legal opinion was obtained from the County Attorney that advised it was still a legal public notice that met the requirements so the Planning and Zoning Commission proceeded and approved the revisions. Mr. Ollerton stated that for the Board of Supervisors public hearing, he informed the newspaper not to make any changes to the notice and it was published as submitted. Mr. White opened the floor for public comment.

George Walsh, a resident of Vernon, Arizona expressed his disagreement with the notice being properly advertised in the newspaper for the Planning and Zoning meeting and asked that the proposed revision be sent back to the Planning and Zoning commission to be properly noticed in the paper and handled correctly by the Commission.

Mr. Wengert stated that he attended the Planning and Zoning meeting and he believed that it was handled correctly and the notice in the paper properly noticed the item and the Board received a legal opinion that the notice was legal. Mr. Weller stated that he listened to the Planning and Zoning meeting on an audio disc and there was significant confusion but does not attribute that to the notice issue. Mr. Weller stated that he spoke with the County Attorney's Office and Mr. Ollerton about the improvement being made and expressed his appreciation that we are improving the posting because the better clarity there is the less controversy there will be in the future on the issue. Mr. Ollerton and Mr. Weller held a discussion regarding the background and purpose of the revisions. **Mr. Weller moved approval of the revision to the Temporary Use Application, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert presented the Consent Items A-E and recommended approval. Mr. Weller requested Item C be removed from the agenda for discussion (C. Request approval of a plan to replenish the County Supervisors Association (CSA) capitalization assessment to assist with building maintenance). **Mr. Shirley moved to approval A,B,D and E, seconded by Mr. Weller.** County Manager/Clerk of the Board: A. Request approval of minutes dated March 6,

2014. B. Request approval of demands dated March 6, 2014 to March 18, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount 4 RIVERS EQUIPMENT LLC 1,402.89 AZ DEPT OF RISK MANAGEMENT 2,312.19 BAUMAN HOME AND AUTO INC 1,119.88 BILLS DISCOUNT AUTO PARTS (NAPA) 3,737.20 CHEVRON USA INC 1,315.43 D AND A BODY SHOP 1,254.55 EMPIRE MACHINERY 1,513.92 EMPIRE POWER SYSTEMS 1,912.90 FRONTIER 4,538.56 GOODYEAR AUTO SERVICE 2,020.77 HILLYARD INC 1,239.31 KIES, DAVID R 1,080.00 LEHIGH OUTFITTERS LLC 1,490.77 MORTUARY MALL.COM LLC 4,748.95 NAVAJO TRIBAL UTILITY AUTHORITY 2,336.81 NCI METAL DEPOTS 2,961.76 NGUYEN, ROMETA 1,500.00 OVERDRIVE INC 1,738.13 PIMA COUNTY MEDICAL 4,400.00 QUILL CORP 3,335.27 SOURCECORP 2,786.45 THE AARONS COMPANY LLC 3,000.00 TJP COMMUNICATIONS 1,043.10 TYCO INTEGRATED SECURITY LLC 1,195.40 TYLER TECHNOLOGIES INC 5,956.72 VALLEY AUTO PARTS 1,825.48 VERITAS RESEARCH CONSULTING 1,558.17 VERIZON WIRELESS 1,841.97 YAVAPAI COUNTY GOVERNMENT 15,450.00 YAVAPAI REGIONAL MEDICAL CENTER 6,008.00 APACHE COUNTY MEDICAL 146,818.00 APACHE COUNTY TAX WITHHOLDING 127,878.80 AZ STATE ETIREMENT SYSTEM 85,763.79 COLONIAL LIFE AND ACCIDENT INS 1,291.45 CORRECTIONS OFFICER RET PLAN 8,793.52 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,205.94 MUTUAL OF OMAHA 1,293.62 NATIONWIDE 1,605.00 PUBLIC SAFETY PERSONNEL 401 13,825.82 PUBLIC SAFETY SHERIFF RET 30,074.99 SECURITY BENEFIT GROUP 1,346.00 SUPPORT PAYMENT CLEARINGHOUSE 2,554.58 TRINITY SERVICES GROUP INC 14,590.90 ADHS AZ HEALTH CARE COST 22,400.00 AMIGO CHEVROLET 1,336.37 ARIZONA STATE FORESTRY DIVISION 11,764.26 ARIZONA WIRELESS AND RADIO INC 90,865.81 AZ ASSN OF COUNTIES 3,486.08 AZLGEBT 283,100.60 BLUE HILLS ENVIRONMENTAL 1,473.79 BRADCO 3,943.73 CHESTERS HARLEY DAVIDSON 1,840.37 COMMUNITY COUNSELING CENTERS INC 5,600.00 COPSPLUS INC 1,675.89 COURTESY CHEVROLET 31,435.83 DELL COMPUTER CORPORATION 1,487.79 EMPIRE MACHINERY 2,870.12 FRONTIER 1,081.21 GAYLORD BROTHERS 3,450.00 GRAVES PROPANE CO INC 3,716.55 HILLYARD INC 4,900.13 L R INVESTIGATIONS LLC 1,520.00 LAW OFFICE OF MARSHA GREGORY 8,500.00 MOVIE LICENSING USA 1,598.32 NAVAJO TRIBAL UTILITY AUTHORITY 2,008.92 NAVAPACHE CHEM DRY 11,628.04 NAVOPACHE ELECTRIC COOPERATIVE 8,437.50 QUILL CORP 1,121.30 RIGG LAW FIRM PLLC 1,397.00 SCHIFF, LAURENCE 1,200.00 SECURUS TECHNOLOGIES INC 1,155.35 SIERRA PROPANE 3,216.74 SOURCECORP 26,832.79 ST JOHNS CITY 1,062.53 STALEY LAW FIRM PLLC 1,507.00 THE WOOD LAW OFFICE (RONALD WOOD) 1,006.50 TJP COMMUNICATIONS 2,063.75 TOWN OF EAGAR 7,430.67 UNIVERSAL FLEET CARD 1,494.10 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,007.62 WILLIAMS LAW GROUP PLLC 8,500.00 AZ DEPT OF REVENUE 1,391.09 ORIENTAL TRADING COMPANY 2,094.75 Personnel Items: D. County Attorney's Office: Request authorization to hire 2 temporary Legal Clerk positions for the Summer 2014, not to exceed 90 days. E. District II: Request approval to extend the temporary employment of Troy Charlie, Road Worker I for an additional 90 days. Vote was unanimous.

Mr. Wengert presented Item C from the Consent Agenda to request approval of a plan to replenish the County Supervisors Association (CSA) capitalization assessment to assist with building maintenance. Mr. Weller stated that the reason he asked this to be pulled from the Consent Agenda was to comment that this item was part of the discussion at the County Supervisors Association (CSA) meeting and he opposed it. Mr. Weller stated that this is an extremely rapid recapitalization of funds and an exceptional burden to small counties because it has been equated to to all of the counties and should be apportioned based on the size of each County. Mr. White asked Finance Director Ryan Patterson if there was money available for the assessment. Mr. Paterson stated that the \$5,000 is budgeted currently for this fiscal year and the \$15,000 would be allocated to that department next year and the Board's general fund budget is used to pay for such things as this. Mr. Shirley stated that he does not see a problem with the assessment, that what the relationship the County has with CSA goes beyond the physical structure and the director and his staff go all out to support the County so we are getting our monies worth and more. Mr. Weller stated that CSA is one of the moist professional organizations in government and they do provide a tremendous service for the County and the building is always available for side meetings; he just believes that the assessment should be apportioned equally. **Mr. Shirley moved to approve, seconded by Mr. White.** Motion passed 2-1 with Mr. Weller voting nay.

Mr. Wengert presented the request for approval to provide inmate labor and fuel at a not to exceed cost of \$1,000 to build a fence at the Game and Fish Shooting Range. Mr. Wengert provided an overview of the proposed 3 miles fence. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Mr. Wengert requested that the item to approve an Amendment to Doyel Shamley's contract be removed from the agenda. Chairman White removed the item.

Mr. Wengert requested approval of a resolution renewing Apache County's membership in Arizona Local Government Employee Benefit Trust (AZLGEBT) as well as appointing the County trustees Delwin Wengert and Karen Houston. Mr. Wengert provided an overview of the Trust and stated that this renewal will be in effect for a three (3) year period beginning July 1, 2014 and will run through June 30, 2017. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

RESOLUTION NO. 2014-04

AUTHORIZING RENEWAL OF APACHE COUNTY'S MEMBERSHIP IN THE ARIZONA LOCAL GOVERNMENT EMPLOYEE BENEFIT TRUST AND APPOINTING TRUSTEES TO SERVE DURING THE RENEWAL PERIOD

WHEREAS, Apache County ("the County") is currently a Participating Entity in the Arizona Local Government Employee Benefit Trust ("the Trust"); and
WHEREAS, the County's current term of membership as a Participating Entity shall expire on June 30, 2014; and
WHEREAS, Section 14.02 of the Trust's Intergovernmental Agreement and Declaration of Trust, designates a 3-year Membership Renewal Period for Participating Entities wishing to renew membership in the Trust; and
WHEREAS, renewal of a Participating Entity's membership in the Trust requires approval by the Trust's Board of Trustees (the "Trust Board") prior to the proposed

effective date of such renewal; and

WHEREAS, such approval was granted at the meeting of the Trust Board held on February 14, 2014; and

WHEREAS, once Trust Board approval is received, the Participating Entity is required to approve a Membership Renewal Resolution authorizing the Participating Entity's membership for the designated Renewal Period; and

WHEREAS, the County's Board of Supervisors ("the Board of Supervisors") must appoint a Trustee and Alternate Trustee to serve as the County's representatives on the Trust Board as of the effective date of the Renewal Period and until the appointment of a duly-qualified successor; and

WHEREAS, renewal of the County's membership in the Trust will serve the interests of the County and its employees.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. The Board of Supervisors hereby authorizes the renewal of the County's membership in the Trust for the period commencing July 1, 2014 and terminating on June 30, 2017; and
2. The Board of Supervisors hereby appoints the following Trustees to serve on the Board of Directors of the Arizona Local Government Employee Benefit Trust from July 01, 2014 until the appointment of a duly-qualified successor:

Trustee	Delwin Wengert
Alternate Trustee	Karen Houston

APPROVED AND ADOPTED this 18th day of March, 2014.

/s/ Tom M. White, Jr.
Chairman, Board of Supervisors

ATTEST:

/s/ Delwin Wengert
Clerk of the Board

APPROVED AS TO FORM:

/s/ Garrett Whiting
Deputy County Attorney

Angela Romero, Election Director, requested approval of the Canvass of the March 11, 2014 Special Election. Ms. Romero stated that this was for the Window Rock School Board recall and the Vernon Fire District. **Mr. Weller moved approval, seconded by Mr. Shirley.** A discussion was held regarding the all-mail election and the Board thanked Ms. Romero for the good job on the election. Vote was unanimous.

Angela Romero, Election Director, requested approval of the 2014 Polling Place Agreements to be used for the Primary and General Election to be held on August 26, 2014 and November 4, 2014. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous

Karen Houston, Human Resourced Director requested approval of the amendments to the Human Resources Policy Manual Sections 2.18 and 2.19 as well as the approval of the inclusion of new Section 2.20. **Mr. Weller stated that he had an issue with Section 2.20 D, and stated**

that he is supportive of all of the changes except that one because the proposed changes will reduce the burden on the board when the county manager can make the necessary decisions but Section D is not clear to him and moved to approve the changes except for section D. A discussion was held regarding the proposed change. Mr. Weller modified his motion to approve with the addition that if that particular section is utilized, the Board receive a report on the action, seconded by Mr. Shirley. Vote was unanimous.

2.18 Human Resources Responsibilities:

The Human Resources Department is responsible for administering the Apache County salary and classification plan on an ongoing basis. This responsibility includes:

- A. Conduct new employee orientations;
- B. Maintaining records of current job descriptions, job titles and salary range assignments;
- C. Evaluating new and revised jobs and recommending salary range changes;
- D. Recommending starting salaries and new salaries as job changes occur;
- E. Analyzing external market changes annually and as special situations arise;
- F. Recommending possible changes in the salary structure and suggested salary increase budgets annually;
- G. Being responsible for special analysis, reports and administrative tasks as necessary;
- H. Advise and assist elected officials and department heads with disciplinary actions;
- I. Review and track open and ongoing disciplinary cases;
- J. Conduct a preliminary review and analysis on all requests put forth in the County Manager's Responsibilities policy as outlined in section 2.20.

2.19 Board of Supervisors' Responsibilities:

The Board of Supervisors will approve all changes in job titles, salary range assignments, salary structure salary levels and creation of new positions. The Board of Supervisor's shall retain all authority for wage changes in excess of those authorized to the County Manager, if granted, under section 2.20. The Board has final authority over any annual salary increases and pay changes that occur as a result of job changes. The Board of Supervisors may suspend pay increases, freeze hiring, eliminate vacant positions and direct employee layoffs to meet budgetary requirements.

2.20 County Manager's Responsibilities:

The County Manager, with the authorization of the Board of Supervisors, may review and approve the following actions:

- A. Requests for the hiring of temporary employees, as defined in section 1.55 of this manual, and to allow for the hiring of such positions at the minimum salary level and for a period of no longer than 90 days, as well as granting a one-time extension request on such employees;
- B. Approve requests for starting salaries higher than the standard starting wage at a level no greater than 10% over the minimum;
- C. In accordance with Human Resources Policy Manual, Section 1.3, grant the end of probation and its permitted increase to employees who meet the outlined criteria;
- D. May authorize changes due to wage discrepancies within the same job classifications within the same departments, and with proper justification, in an amount no greater than 5% of the effected employees' salary.

Commander Webb Hogle, on behalf of the Sheriff's Office, requested approval of bid award to Superstition Springs Chrysler Jeep Dodge Ram for 10 leased patrol units. Commander Hogle stated that the bid is for 10 outfitted Ram 1500 SSV (police package) crew-cab trucks equipped with lights, sirens, transport partitions, etc., and the lease offer is through Ally Financial at an individual cost of \$30,512 per unit plus tax, and a total cost of lease over 4 year term is \$336,026.56. **Mr. Shirley moved approval seconded by Mr. Weller.** Mr. Weller stated that in the future on large budget items, that he would like to see justification and presentation included with the packet so that he has time to review. Mr. White agreed that in the future he would like a phone call from the elected official or department head to discuss items of this size before they are brought before the Board. Vote was unanimous.

Commander Webb Hogle, Sheriff's Office, presented the public hearing, for discussion and possible approval of updating the Apache County Fire Ordinance. Chairman White opened the floor for the call to the public.

George Walsh, a resident of Vernon, Arizona expressed his concern that the notice in the paper did not provide any information as to what changes are taking place and no information was provided as to where to find the information and there is no information at the back of the room regarding the proposed ordinance. Mr. Wengert stated that when the notice is posted in the paper, the public is always able to ask and we will respond. Mr. Weller stated that he was asked if the notice was legal or not and he obtained a written opinion for the County Attorney that the notice did meet legal standards but the county attorney did agree that we can continue to improve in our notice capabilities. Mr. White asked in the future, to make sure copies are available for the public. Mr. Wengert stated that the proposed ordinance was available online but would have copies in the future. Mr. Shirley stated that he would like to move toward paperless but a phone number in the notice would be helpful. Chairman White closed the public hearing. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

ORDINANCE NO. 2014-05 OUTDOOR FIRE ORDINANCE

An ordinance of the Board of Supervisors of Apache County, Arizona, repealing Ordinance No. 2003-21 (Open Outdoor Fire Ordinance); establishing fire zones in the unincorporated area; establishing restrictions on certain outdoor fires; providing for the implementation of emergency fire restrictions; and specifying civil and criminal penalties for violations.

Preface

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of unusually high fire danger and/or burning conditions. Fire restrictions impose many limitations on the public, and therefore should be implemented only after all other prevention measures have been taken. These measures include, but are not limited to: increasing the number of prevention signs, public contacts, media campaigns, etc. Fire restrictions should be considered when high to extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced, firefighting resources available, potential high-risk occasions (4th of July, etc.), and large fire activity occurring on a unit or within the Region. Fire restrictions should not be considered the primary prevention program and all other alternatives should be taken prior to considering fire restrictions.

Emergency closures have an extreme impact on the public and fire agencies, and are discouraged

except under the most severe conditions. Closures should be implemented only in situations where the public's safety cannot be guaranteed. Closures are not justified by fire danger alone, but should be driven by the potential for risk to life safety due to extreme fire behavior, high potential for human-caused fires, severe shortages of resources, and numerous large fires.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY AS FOLLOWS:

TITLE

This ordinance shall be known as the Apache County Outdoor Fire Ordinance.

REPEAL OF PRIOR ORDINANCE

Ordinance No. 2003-21, the Open Outdoor Fire Ordinance, is hereby repealed in its entirety.

EFFECTIVE AREA / FIRE ZONES

This Ordinance is effective in the unincorporated area of Apache County, exclusive of areas under the jurisdiction of the United States, the State of Arizona or a federally recognized Indian tribe. For purposes of this Ordinance, the unincorporated area has been divided into two fire zones as depicted on the map attached hereto.

PURPOSE / AUTHORITY OF EMERGENCY MANAGEMENT DIRECTOR

- 4.1 The purpose of this Ordinance is to help provide a uniform system for political subdivisions in Apache County to determine what fire restrictions are needed and when they are to be put into place during emergency fire conditions.
- 4.2 It is the duty of the Apache County Emergency Management Director/Manager, (after consultation as the Emergency Management Director/Manager deems appropriate, with the U.S. Forest Service ("USFS"), local Fire Districts, state or municipal Emergency Management Directors, or other fire officials) to initiate fire restrictions within any fire zone (or zones) during emergency fire conditions as described in Section 7.
 - 4.2.1 The Emergency Management Director/Manager shall utilize the USFS Apache-Sitgreaves Test Data and Monitoring Systems (www.fs.fed.us) to help determine when such restrictions are necessary. As a general guideline, emergency fire restrictions should be considered when the Energy Release Components (ERC) reading reaches 80.
 - 4.2.2 The Emergency Management Director/Manager shall attempt to coordinate with other fire officials in the affected zone(s) a uniform date for implementing such restrictions.
 - 4.2.3 When the Emergency Management Director/Manager determines that such restrictions are necessary, and the date of implementation has been determined, the Emergency Management Director shall recommend to the Chairman of the Board of Supervisors or designee, that such restrictions be ordered pursuant to the Chairman's emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Notwithstanding the forgoing, the restrictions shall automatically lapse, unless it is first ratified by the Apache County Board of Supervisors, at the next legally scheduled Board meeting. Upon the issuance of the Chairman's order, the Emergency Management Director shall promptly take appropriate steps to notify residents and visitors of the nature and extent of the restrictions and the effective date.
 - 4.2.4 Upon issuance of the initial order, the County shall suspend issuance

- of burning permits until the emergency fire restriction order is lifted.
- 4.2.5 Upon issuance of the initial order, the Chairman authorizes the Emergency Management Director/Manager to modify the restriction level or cancel the restrictions as conditions warrant per the NOAA-ERC combination to determine the cancellation of restrictions. The Emergency Management Director/manager shall immediately notify the Chairman and the County Manager of any changes in restriction and provide an update of the change in restrictions at the next legally scheduled Board meeting.

DEFINITIONS

- 5.1 "Campfire" means an open outdoor fire used only for the cooking of food or for providing personal warmth for human beings or for recreational purposes.
- 5.2 "Charcoal Fire" means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used only for the purpose of cooking food.
- 5.3 "Combustion Engines" means an engine which generates mechanical power from a fuel. This includes an engine in which combustion is intermittent such as four-stroke, two-stroke, gas turbines, and diesel engines.
- 5.4 "Emergency Management Director" means the County official designated as such by the Board of Supervisors.
- 5.5 "Fire Arms" means a weapon that launches one or more projectiles at high velocity through the confined burning of a propellant
- 5.6 "Fireworks" means any composition or device consisting of a combination of explosives and combustibles, detonated to generate colored lights, pyrotechnic displays, smoke, and noise for amusement or entertainment purposes.
- 5.7 "Flue" means a pipe, tube, channel, duct or passage through which hot air, gas, steam, smoke or fire may pass, such as a chimney, stovepipe or stack.
- 5.8 "Open Outdoor Fire" means any burning, oxidation or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue, but not including campfires and charcoal fires.
- 5.9 "Recreational Fire" means burning of materials other than rubbish where fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit with a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking or similar purposes.
- 5.10 "Red Flag Warning" (or "Red Flag Conditions") means a determination by the National Oceanic and Atmospheric Administration to inform the County and other agencies of the imminent or actual occurrence of extreme fire danger or extreme fire conditions.

NON-EMERGENCY FIRE RESTRICTIONS

The following restrictions are in effect at all times in all zones, except as they may be superseded by emergency fire restrictions pursuant to Section 7:

- 6.1 It is unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit through the Emergency Management Director, the applicable Fire District, or the Arizona Department of Environmental Quality pursuant to Title 49, Chapter 3 of the Arizona Revised Statutes. The following fires are exempt from this restriction:

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 6.1.1 Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires); for the branding of animals; for the purpose of frost protection in farming or nursery; or for the disposal of flags pursuant to federal law.
- 6.1.2 Any fire set or permitted by any public officer in the performance of official duty, if such fire is set or such permission is given for the purpose of instruction in the methods of fighting fires.
- 6.1.3 The control of an active wildfire will occur after coordination with the County Emergency Management Director/Manager.
- 6.1.4 Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Apache County agricultural agents for the purposes of disease and pest prevention.
- 6.1.5 Fires authorized by special permits as issued by the Emergency Management Director/Manager.
- 6.1.6 After coordination with the Emergency Management Director/Manager, Fires set by or permitted by the federal government or any of its departments, agencies or agents, or by the State or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.
- 6.1.7 Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special or conditional permit issued by a hearing board established under said Article 3, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS § 49-402 the Arizona Department of Environmental Quality has assumed jurisdiction of the portion of Apache County where the fire is located.
- 6.1.8 Fires permitted by Local Fire Chiefs within their Jurisdiction.
- 6.1.9 Fires for the purpose of burning rubbish, waste material or refuse.

EMERGENCY FIRE RESTRICTIONS

In addition to the non-emergency fire restrictions set forth in Section 6, the following emergency fire restrictions when ordered and in effect shall apply to the zone(s) in which they have been implemented:

- 7.1 During "Red Flag Warning" conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires or outdoor smoking are permitted on either public or private property within the unincorporated area of the affected zone(s).
- 7.2 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the Director shall recommend that the Chairman of the Board of Supervisors order additional emergency restrictions at the appropriate restriction stage level.
- 7.3 When it has been determined by the Emergency Management Director/Manager

that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the issuance of burning permits shall be suspended until the emergency fire restrictions are lifted.

7.3.1 Burn permits issued prior to the emergency fire restrictions declaration shall be suspended until the fire restrictions have been lifted.

- 7.4 It shall be unlawful for any person to use fireworks when emergency fire restrictions are in effect. Prohibitions of fireworks include but are not limited to consumer or display fireworks, ground and handheld sparkling devices, cylindrical fountains, cone fountains, illuminating torches, wheels, ground spinners, tracer bullets and/or explosive targets in the unincorporated areas of Apache County.

STAGE I: Minimal Restrictions

The following acts are prohibited until further notice:

1. Building, maintaining, attending, or using a fire, campfire, unless noted in the exemptions below.
2. Smoking, except within an enclosed vehicle or building, a developed recreation site, or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
3. Use of any and all fireworks.
4. Use of Tracer bullets and/or explosive targets.

Note: for the smoking provision, each agency/tribe must cite their actual regulations/laws; therefore the wording for the prohibition may be slightly different.

Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires) in an area that is designated for that purpose and is barren or cleared of all debris.
2. Persons using a device solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. After coordination with the Emergency Management Director/Manager, any Federal, State, local officer or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated by city ordinance.
6. Other exemptions unique to each agency/tribe.

STAGE II: Moderate Restrictions

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove including fires in developed campgrounds or improved sites.
2. Smoking, except within an enclosed vehicle or building.
3. Mechanical and Industrial Prohibitions
 - a. Operating any internal combustion engine other than exemption 7 below.
 - b. Welding, or operating acetylene or other torch with open flame.
 - c. Using an explosive.

4. Operating motorized vehicles off designated roads and trails.
5. Use of any and all fireworks.
6. Use of Tracer bullets and/or explosive targets.

Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
 2. Industrial operations where specific operations and exemptions are identified and mitigation measures are implemented as outlined in an agency plan.
 3. Persons operating internal combustion engines with spark arrestors such as lawnmowers and landscaping equipment in maintained landscaped space.
 4. Welding, or operating acetylene or other torch with open flame in an enclosed or developed area designated for that purpose that is equipped with appropriate fire protection.
 5. Persons using a device fueled solely by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
 6. Operating generators with an approved spark arresting device within an enclosed vehicle or building or in an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the generator.
 7. Operating motorized vehicles on designated roads and trails so long as you park in an area devoid of vegetation within 10 feet of the roadway.
 8. Emergency repair of public utilities and railroads and mitigation measures are implemented as outlined in an agency plan.
 9. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
 10. After coordination with the Emergency Management Director/Manager, any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
- II. All land within a town boundary is exempted unless otherwise stated by town ordinance.

STAGE III: Extreme Fire Danger

Extreme Fire Danger is the method that would be employed if conditions are so extreme that the potential of a catastrophic disaster is highly likely.

Examples include:

- Potential loss of life due to explosive fire conditions.
- Potential for extreme or blowup fire behavior.
- Stage II restrictions are not effective in reducing the number of human-caused fires.
- Resources across the geographic area are at a critical shortage level.

The following acts are prohibited until further notice:

- I. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove including fires in developed campgrounds or improved sites.

Smoking, except within an enclosed vehicle or building.

Mechanical and Industrial Prohibitions

- a. Operating any internal combustion engine.

b. Welding, or operating acetylene or other torch with open flame.

c. Using an explosive.

Operating motorized vehicles off designated roads and trails.

Use of any and all fireworks.

Use of explosive targets.

Use of tracer round ammunition.

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Emergency repair of public utilities and railroads as per attached conditions.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. After Coordination with the Emergency Management Director/Manager, any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated in city ordinance.
6. Other exemptions unique to each town /tribe.

8. FIRES EXEMPT FROM EMERGENCY RESTRICTIONS

The following fires are exempt from the provisions of the emergency fire restrictions set forth in Section 7.

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 8.1 Fires set or permitted by any public officer, federal, state or local, in the performance of the officer's official duties.
- 8.2 Fires set or permitted by the State Entomologist or Apache County agricultural agents for the purpose of disease and pest prevention.
- 8.3 After coordination with the Emergency Management Director/Manager, Fires set or permitted by the United States, the State of Arizona or any federally recognized Indian tribe, or any of their respective departments, agencies or political subdivisions, for the purpose of fire prevention or control, or watershed rehabilitation or control through vegetative manipulation.
- 8.4 Any federally recognized Indian Tribe.
- 8.5 Fires permitted by the Emergency Management Director or designee. The conditions of the permit, including permitted date(s) and the nature of the burning, shall be clearly stated on every such permit issued.
- 8.6 Fires permitted by Local Fire Chiefs within their Jurisdiction.

9. FAILURE TO OBEY LAWFUL ORDER

Under Emergency Fire Restrictions, Stage II or III, failure to obey a lawful order by the Emergency Management Director/Manager, a peace officer, a firefighter or other officer of a Fire District, or uniformed personnel of the USFS acting within the officers area of Jurisdiction or failure to comply with the requirements of this Ordinance (including without limitation an order to extinguish or put out any lit, burning or smoldering materials during emergency fire restrictions) shall be a distinct and separate violation of

this Ordinance.

ENFORCEMENT / PENALTIES

10.1 This Ordinance may be enforced by the Emergency Management Director or designee, any peace officer acting within the officer's area of jurisdiction, a firefighter or other officer of a Fire District acting within the officer's area of jurisdiction, or uniformed personnel of the USFS acting within their area of jurisdiction.

10.2 **Civil Violation.** Except as set forth in Section 10.3, when a violation of this Ordinance is undesignated or is designated a first offense by the enforcement official or prosecuting attorney, a person found to have violated this Ordinance shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than one hundred dollars (\$100) nor more than seven hundred and fifty dollars (\$750), plus surcharges, fees and court costs, plus restitution for any medical treatment required, reimbursement for emergency response personnel and equipment and any property damage or other economic loss suffered by any person as a result of such violation.

10.3 **Criminal Violation.** When a person convicted of a violation of this Ordinance has previously been charged with a violation of this Ordinance during the preceding 12 months, or has refused to obey the lawful order of an officer as set forth in Section 9, the person shall be deemed to have committed a Class 2 misdemeanor and shall be subject to a fine of not less than two hundred and fifty dollars (\$250) nor more than seven hundred and fifty dollars (\$750) for each violation or count, plus surcharges, fees and restitution for any medical treatment required and reimbursement for emergency response personnel and equipment, and any property damage or other economic loss suffered by any person as a result of such violation.

10.4 **Continuing violations.** If any violation of this Ordinance is a continuing one, each day shall be deemed a separate violation.

SO ORDAINED by the Apache County Board of Supervisors at St. Johns, Arizona on 3/18/14 /s/Tom W, White, Jr.

Tim Orona, Probation Services, presented the request for acceptance of an additional \$55,059 from the Administrative Office of the Courts. This is funding to offset shortfalls in additional funding for payroll and counseling costs. A discussion was held regarding the areas where the shortfalls may occur and where the funds are coming from. Ryan Patterson, Finance Director stated that funds will not come from general fund. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarro, Grant Manager, requested approval of a modification to Contract #GSC ADEQ14-064788, Asbestos Survey at South Fork Cabins. Mss. Bazarro stated that the Modification Agreement states that Apache County will administer the project instead of Arizona Department of Environmental Quality. A discussion was held regarding the liabilities related to the project. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert presented notification of the Small Counties Forum meeting on March 19, 2014 at the Radisson Hotel 427 N. 44th Street in Phoenix at 6:30 p.m. and the County Supervisors Association (CSA) meeting on March 20, 2014 at 10:30 a.m. at the CSA building, 1905 W.

Washington Street, in Phoenix, where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed or taken.

A work session regarding the 4th of July Rodeo and the proposed use of the county owned rodeo facility in Eagar, Arizona. Bryce Hamblin, Mayor of Eagar, expressed his displeasure of Supervisor Weller's involvement with the rodeo and Mr. Hamblin requested the Board place an action item on a future agenda to turn the rodeo over to the Town of Eagar. No action was needed or taken.

Mr. Shirley moved to adjourn, seconded by Mr. Weller. Vote was unanimous.

Approved this 1st day April, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
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 Manager: _____

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 the Demands

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

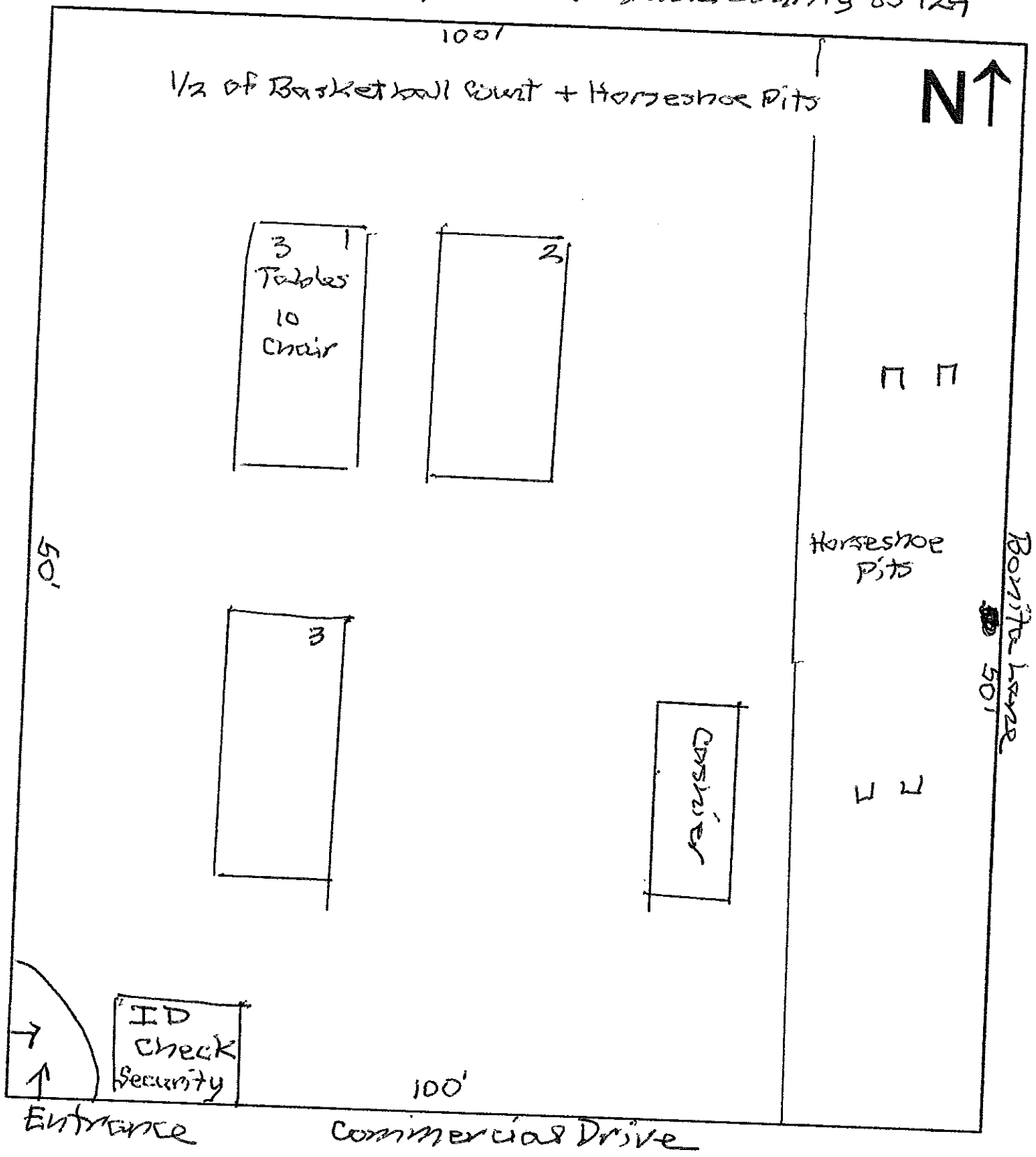
Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)

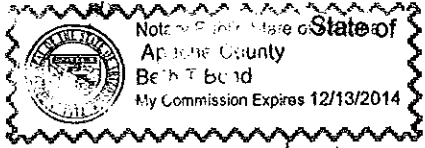
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.
Corky Williams Elwood Park 200' x 600' with 2 porta-potties
Commercial Drive, Concho, Apache County 85924



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Ann Ryerson Avenenti declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Ann Avenenti Secretary/Treasurer 3/13/14 (520) 668-4142
 (Signature) (Title/Position) (Date) (Phone #)



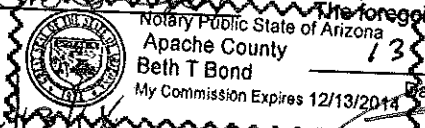
Apache County of Apache
 The foregoing instrument was acknowledged before me this
13 Day March Month 2014 Year
 (Signature of NOTARY PUBLIC)

My Commission expires on: 12/13/14
 (Date)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Ann Ryerson Avenenti declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Ann Ryerson Avenenti State of Arizona County of Apache
 (Signature) (Title/Position)



The foregoing instrument was acknowledged before me this
13 Day March Month 2014 Year
 (Signature of NOTARY PUBLIC)

My commission expires on: 12/13/14
 (Date)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) _____ (Date)

APPROVED DISAPPROVED BY: _____

 (Title) _____ (Date)

Apache County Board of Supervisors AGENDA ITEM REVIEW FORM

date/time stamp

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

Ina Noggle

Date/Signature:

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

Letter of Support – see attached email.

BOS Meeting Date Requested April 1, 2014

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 _____

Henrietta Notah

From: Ina Noggle [inanoggle@gmail.com]
Sent: Thursday, March 27, 2014 8:52 AM
To: Henrietta Notah
Subject: Fwd: Request for letter

Sent from my iPad

Begin forwarded message:

From: Ina Noggle <inanoggle@gmail.com>
Date: March 26, 2014 at 5:03:52 PM MST
To: "twhite@co.apache.az.us" <twhite@co.apache.az.us>
Subject: Fwd: Request for letter

Sent from my iPad

Begin forwarded message:

From: Ina Noggle <inanoggle@gmail.com>
Date: March 26, 2014 at 5:00:18 PM MST
To: "twhite@co.apache.az.us" <twhite@co.apache.az.us>
Subject: Request for letter

Dear Supervisor White,
The Renewal of Hope Task Force in collaboration with Nahata Dził Chapter and the surrounding communities would like request a letter of support from the Apache County Board of Supervisors. This support letter is for opposing the renewal of liquor licenses for Red Barn, Lee's Liquor and High Country of Sanders and Chambers Az.

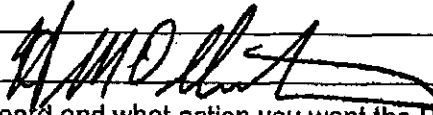
Sent from my iPad

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: March 19, 2014



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

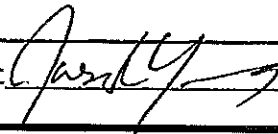
CONSENT AGENDA -Consideration and possible approval of a Conditional Use Permit to allow Verizon to construct a 155' communication tower. Property is located near Concho, AZ. 204-41-001. Section 25, Township 14N, Range 26E

BOS Meeting Date Requested April 1, 2014

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

APACHE COUNTY, ARIZONA CONDITIONAL USE PERMIT APPLICATION

Owner/Applicant name: Reg Destree for Verizon Wireless

Address: 3200 N Hayden Rd., Ste 205, Scottsdale, AZ 85251

Telephone: 623-321-9911

Description of "Conditional Use(s)" allow Verizon Wireless to construct a new 155 ft communication tower. Property is located near Concho, AZ 85929. 204-41-001.

Provisions of the Zoning Ordinance that shall be made part of this application: _____

Assessor's Parcel Number: 204-41-001

Legal description or location of applicable property: Sec 29 T20N R 26E

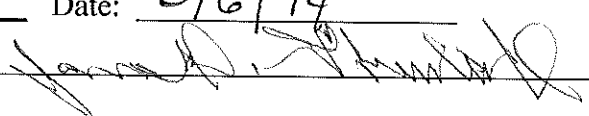
Special conditions and uses adjoining this property that lends favor to the acceptance of this request:

Signature of Applicant or Legal Agent: (Signature on File)

Date: 3/6/2014

Commission Action: _____

Comments: _____

_____ Date: 3/6/14
Planning & Zoning Commission Signature: 

Board of Supervisors Action: _____

_____ Date: _____

_____ Date: _____
County Supervisor

ATTEST: _____ Date: _____
County Clerk



CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Reg Destree for Verizon Wireless
 Mailing Address c/o RLS
3200 N. Hayden Rd, Ste 205
Scottsdale, AZ 85251
 Contact Person Reg Destree
 Phone (602) 349-6930 Fax (602) 453-0002
 Email reg.destree@rlsusa.com

PROPERTY INFORMATION

Assessor's Parcel # 204-41-001
 Township 14N Range 26E Section 25
 Subdivision N/A
 Unit # _____ Lot # _____
 Address/Location Hwy 180 (near Mile Marker 351)
Concho, AZ 85924
 Existing Zoning AG
 Existing Land Use Grazing Land
 Lot Size 492.6 acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
New Wireless Communications Facility

consisting of a 155' monopole and 12' x 26'
pre-fabricated shelter within a 50' x 60'
compound.

Temporary Use: Yes No

OFFICE USE ONLY	
Received By <u>[Signature]</u>	Date <u>1/30/14</u>
Receipt # <u>544316</u>	Fee <u>\$500</u>
Permit # <u>2014-00000001</u>	
Related Cases _____	
Appeal Filed By _____	Date _____
Receipt # _____	Fee _____

SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner in the Planning and Zoning Division.
- Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. *(See the attached guidelines)*
- Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners within 300 feet of subject property.
- Seventeen copies of all plans and drawings.

Map to property.

A non-refundable filing fee.

All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Community Development Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant

[Signature] Date 1/30/14

Signature of Property Owner (if not the applicant)

_____ Date _____

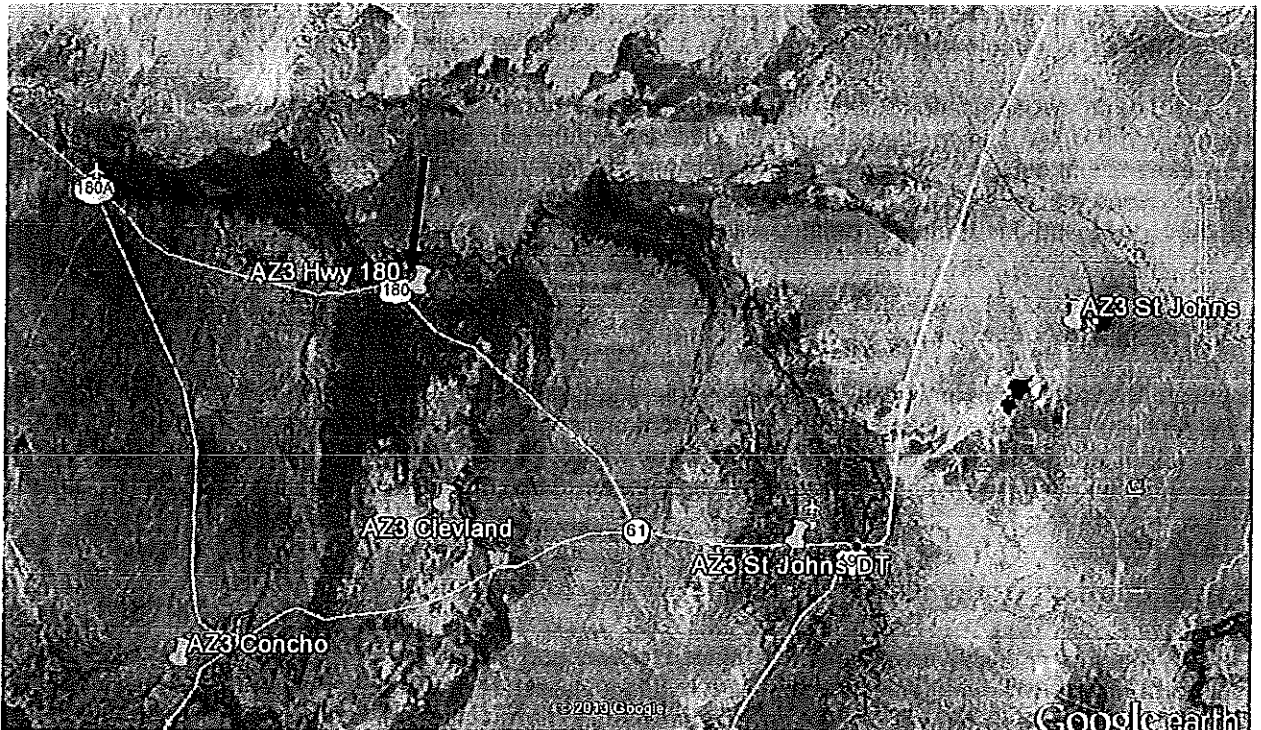
COMMISSION ACTION	
Approved with Conditions <i>(see attachments)</i>	Denied
Resolution # _____	Date _____
BOARD ACTION	
Approved with Conditions <i>(see attachments)</i>	Denied
Ordinance # _____	Date _____
07/01/2005	

Citizen Participation Letter

FOR

Verizon Wireless AZ3 Hwy 180 Conditional Use Permit

Sec 25, T14N, R26E
Approx MM 351, Hwy 180
Concho, AZ 85924
APN: 204-41-001
Jurisdiction: Apache County
Zoning: AG



Submitted by:

Reg Destree

Reliant Land Services, Inc.
3200 N. Hayden Road, Ste. 205
Scottsdale, AZ 85251
602-349-6930 (mobile)
602-453-0002 (fax)
Reg.destree@rlsusa.com

January 29, 2014

Purpose of Application

As part of its ongoing effort to maintain the pre-eminent wireless network in Apache County, Verizon Wireless is proposing to place a new wireless telecommunications facility on Brown Ranch land along Highway 180 about 11 miles Northwest of St. Johns. This site will greatly improve coverage along this stretch of Highway 180 and improve coverage in the populated area near the intersection of Hwy 180 & Hwy 180a about seven miles to the west.

Due to topography in the area, and the locations of the existing Verizon Wireless sites, there is a large hole in the network along Highway 180. This proposed new wireless facility will help travelers on the Highway as well as residents in the area near Hwy 180/180a. The location of this site is over 2.5 miles from the nearest home so it won't impact anyone's view in this picturesque area.

Site Description

The subject parcel is part of the Brown Ranch and is used for grazing. The parcel is just under 500 acres and surrounded mainly by Arizona State Land and Zuni Tribe land. There are three private parcels adjacent to this large parcel, but the closest one is almost 900' away across the highway and is undeveloped. There are no neighboring homes for a couple of miles in any direction.

The proposed location is near the south end of the parcel and about 165' from the edge of the Highway 180 ROW. It is southeast of the windmill and up the hill. This location was selected as it has the best elevation on this property and has an existing access road that comes from an existing highway exit a few thousand feet away. Due to the location and topography, the pole will be visible from both directions on the highway but the ground enclosure will not.

Site History

Verizon Wireless has been working on a site in this area for about a year. Verizon has been making a push to fill in holes in its network in rural areas such as this in the last couple of years. Three candidates were submitted in this general area and this location was selected primary due to its elevations and coverage characteristics it could provide. We have entered into a Lease with Brown Ranch for this space.

Description of Proposal

The proposed site development includes placement of 12 panel antennas and several microwave dishes on a new 155' monopole. The panel antennas are used for coverage to communicate with phones and the microwave dishes are used to provide backhaul to the site as there is not sufficient phone or fiber service in this area. The 155' height will maximize coverage along the Highway, especially to the area of the Hwy 180/180a intersection while keeping the visual impact to a minimum. Generally a site in this area would be 199' tall and be designed as a multi-leg lattice tower. Due to the ability to keep the height to 155' we were able to use a monopole. The pole will be structurally capable of handling additional carriers.

The proposed pole is located about 165' from the Highway 180 ROW, 900' from the nearest parcel to the west, almost a mile from the north property line, ½ mile from the east property line and about 400' to the AZ State Land to the south.

The Verizon radio equipment will be secured in a State-approved pre-manufactured equipment shelter (12' x 26'). The shelter is typically a light brown in color but could be a specified brown or gray as

needed. This shelter will also house an emergency diesel generator. The shelter will be enclosed with a 60' x 50' compound surrounded by a 6' chain link fence with three strands of barbed wire.

Access to the site is via the existing ranch road that comes off Hwy 180 to the NW and serves this property. Existing roads will be used up to the mesa this site sits on, and a small driveway will be developed for a few hundred feet to get up onto the mesa. Power is expected to come overhead along that existing roadway from the west side of this parcel. Final design for power is up to NEC.

The site will take about 45 days to construct and once complete will be visited approximately once per month for maintenance. This development is unoccupied and does not involve water or sewer. There will not be any changes to existing watercourses or an impact on off-site discharge of rainwater.

I have included a site plan page and an elevation drawing for your reference.

Citizen Outreach

This type of site requires a Use Permit and will go before the Planning & Zoning Commission and the Board of Supervisors. Those dates have not yet been set. I currently expect the meetings will happen in March and April. This letter is intended to give you notice that Verizon Wireless is proposing this facility and also address any questions or concerns you may have regarding this proposal prior to those meetings. You may receive additional notices of meetings regarding this site.

Typically I would hold an informational meeting for neighbors or other interested parties on site, but since there are so few of you and none of you live near this site, I am not planning on having this meeting. Rather, I am available to meet on site if needed. I am also available via phone, email or regular mail and my contact information is on the first page of this letter. If you feel more comfortable you can contact Apache County Development Services Staff at (928) 337-7526.



APN: 204-41-001	DATE: 02/27/14
PROJECT: AZ3 HWY 180	DATE: 02/27/14
CLIENT: VERIZON WIRELESS	DATE: 02/27/14
DESIGNER: [Redacted]	DATE: 02/27/14
CHECKER: [Redacted]	DATE: 02/27/14
APPROVER: [Redacted]	DATE: 02/27/14



THIS IS A PRELIMINARY PLAN AND THE PROPERTY OF BK DESIGN. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF BK DESIGN. ANY REVISIONS TO THIS PLAN SHALL BE MADE BY A REVISION SHEET.

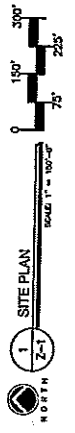
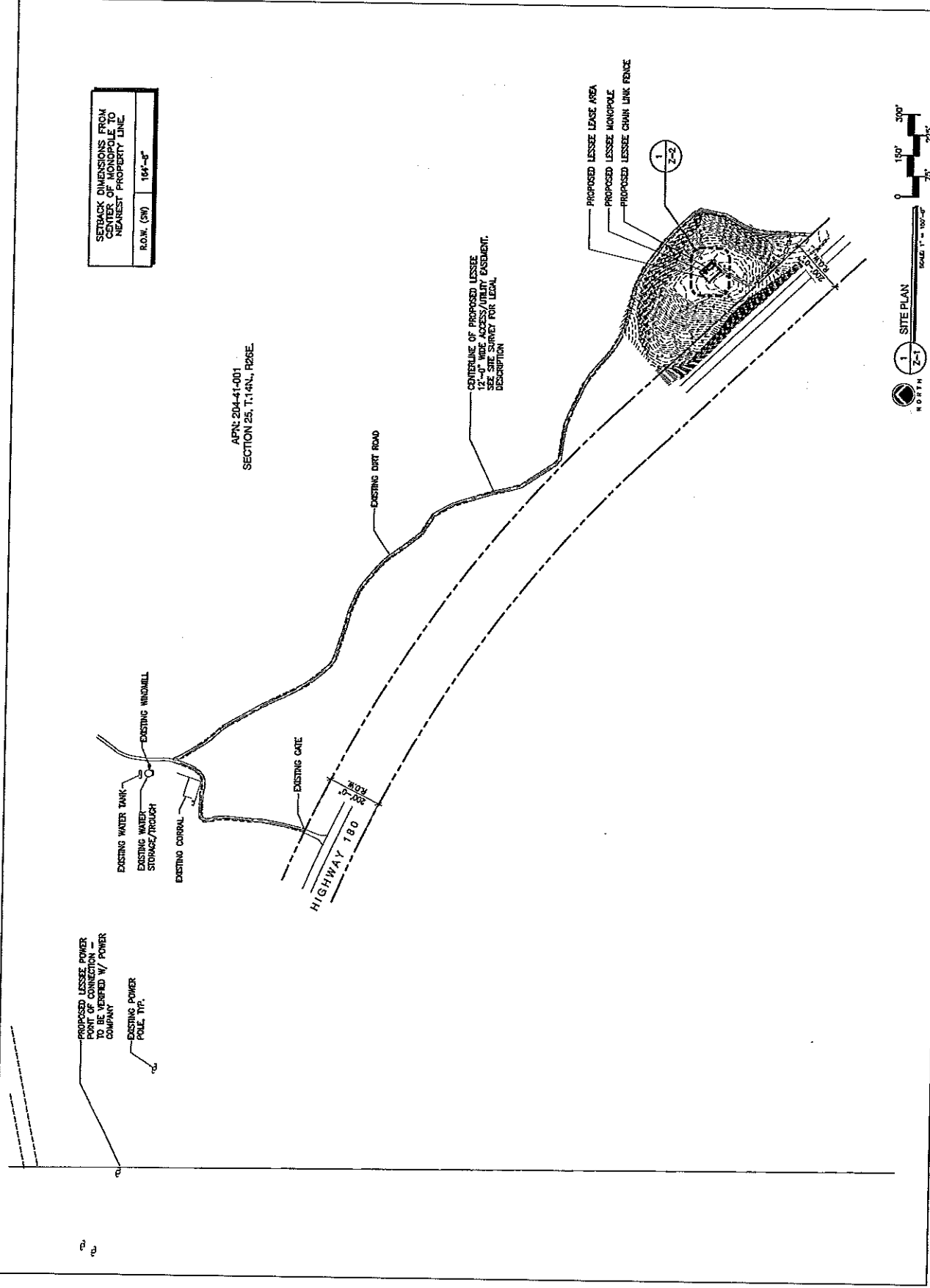
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DATE	02/27/14
DESIGNER	[Redacted]
CHECKER	[Redacted]
APPROVER	[Redacted]

PROJECT NAME	AZ3 HWY 180
CLIENT	VERIZON WIRELESS
SECTION	SECTION 25, T.14N., R.26E.
SHEET TITLE	SITE PLAN

Z-1

SETBACK DIMENSIONS FROM CENTER OF MONOPOLE TO NEAREST PROPERTY LINE	16'-0"
R.O.W. (SW)	16'-0"

APN: 204-41-001
SECTION 25, T.14N., R.26E.





1301 W. GARDNER DR., TOLSON, AZ 85638
ATLANTA, GEORGIA
CONTRACT NUMBER
DATE
REVISED DATE
DATE
DATE
DATE



4025 E. BIRCH DR., #104, MESA, AZ 85205
 PHONE: (480) 244-1418 FAX: (480) 200-2320

THESE DRAWINGS ARE PREPARED BY THE ARCHITECT AND ENGINEER FOR THE PROJECT AND PROJECTING ENGINEER FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

PROJECT NUMBER	PROJECT CATEGORY
DATE	DATE
REVISIONS	REVISIONS
BY	DATE
BY	DATE
BY	DATE

DATE: _____

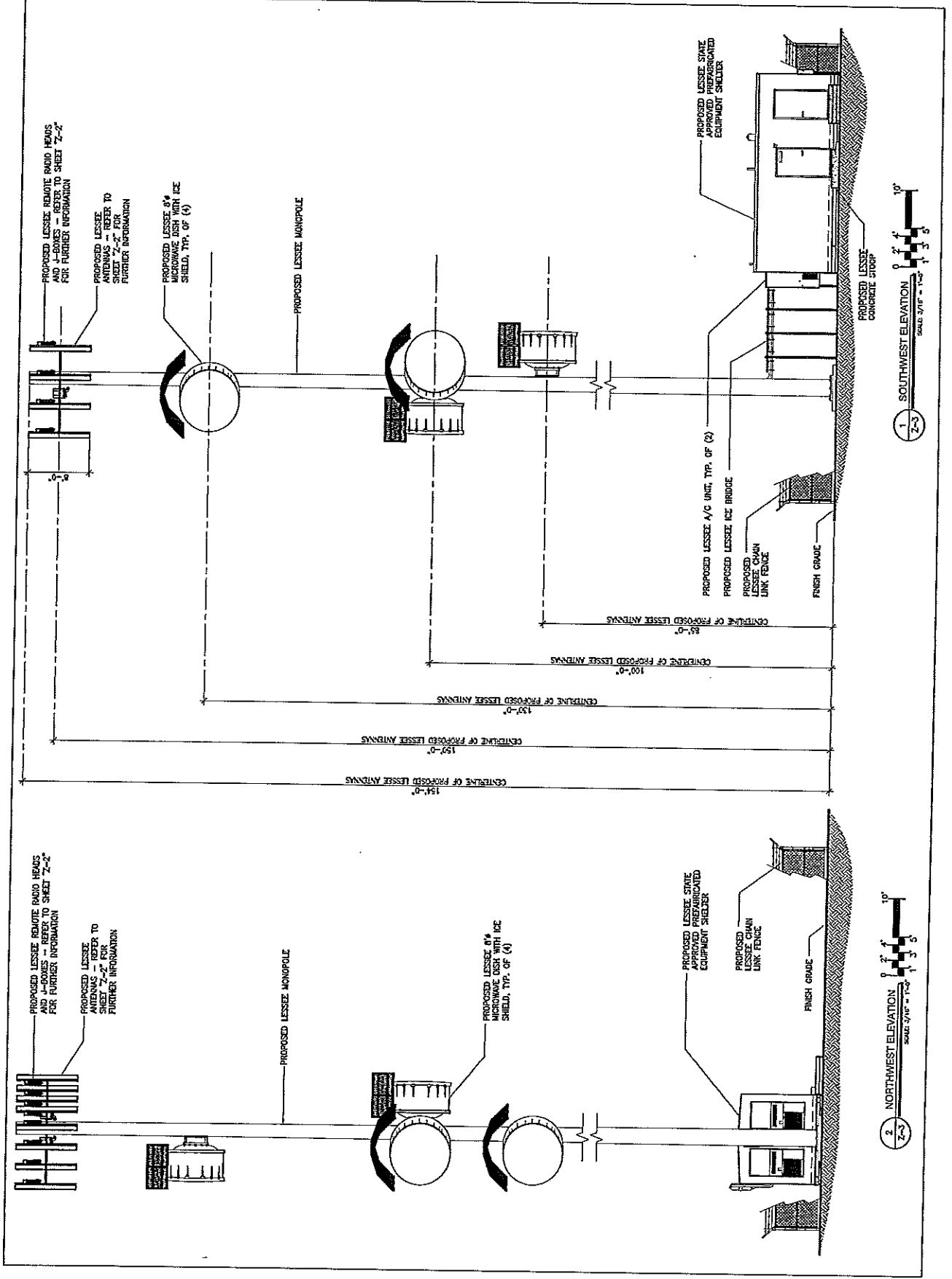
AZ3 HWY 180

PROJECT LOCATION: SECTION 22, T14, RANGE 10E, S30E, COCHISE CO., AZ 85626

PROJECT TITLE: PROJECT ELEVATIONS

SHEET NUMBER: _____

Z-3



1 NORTHWEST ELEVATION
 SCALE: 3/16" = 1'-0"

2 SOUTHWEST ELEVATION
 SCALE: 3/16" = 1'-0"

LETTER OF AUTHORIZATION

APPLICATION FOR ZONING/BUILDING PERMITS/LAND USE ENTITLEMENTS

Site Number: AZ3 Hwy 180

Property Address: Section 25, T14N, R26E (Hwy 180--10 miles NW of St. John)

Assessor's Parcel Number: APN 204-41-001

I, Norman Brown, President of J. Albert Brown Ranches, Inc., the owner of the above described property, authorize Reg Destree, Reliant Land Services, Inc. and/or Verizon Wireless, their employees, representatives, agents, and/or consultants, to act as an agent on my behalf for the sole purpose of consummating any building and land-use permit applications, or any other entitlements necessary for the purpose of constructing and operating a wireless telecommunications facility. All costs of such entitlements shall be paid by Verizon Wireless. I understand that any application may be denied, modified, or approved with conditions, and that such conditions or modifications must be complied with prior to issuance of building permits.

I further understand that signing of this authorization in no way creates an obligation to Lease of any kind.

Signature of Property Owner: By: Norman R. Brown

Name: Norman R. Brown

Title: President

Date: January 15, 2014

I do hereby certify that the within instrument was filed and recorded at request of

Date April 10, 1961

Time 4:30 P.M., Docket 45

Jack A. Brown

Official Recorder

Page 77-80

Records of Apache County, Arizona.

WITNESS my hand and official seal the day and year first above written.

VIRGIE HEAP, County Recorder

P. S. S. D.

For the consideration of \$10.00 and other valuable considerations, we hereby convey the following tracts of real estate situate in Apache County, Arizona to the J. ALBERT BROWN RANCHES, INC., an Arizona corporation:

PARCEL NO. 1: Sections One (1), Eleven (11), Thirteen (13), Twenty-three (23), The North half (N $\frac{1}{2}$), and the Southeast quarter (SE $\frac{1}{4}$) of Section Twenty-four (24), and Sections Twenty-five (25) and Thirty-five (35), Township 13 North, Range 26 East of the Gila and Salt River Base and Meridian;

EXCEPT all oil, gas, coal and minerals whatsoever, already found, or which may hereafter be found, upon or under said lands, as reserved and excepted by Santa Fe Pacific Railroad Company in Deed recorded March 12, 1958 in Book 26 of Official Records, page 159.

PARCEL NO. 2: Sections Twenty-five (25) and Thirty-five (35), Township 14 North, Range 26 East of the Gila and Salt River Base and Meridian;

EXCEPT 90% of all oil, gas and minerals and other hydrocarbon substances in, on or under said premises as reserved and excepted in Deed from H. J. Platt and Mary M. Platt, his wife, to J. W. Rogers, dated October 8, 1943 and recorded October 15, 1943 in Book 27 of Deeds, page 226 (Affects Section 25); and

EXCEPT all oil, gas, coal and minerals whatsoever, already found or which may hereafter be found, upon or under said land as reserved in Deed from Santa Fe Pacific Railroad Company, a corporation, to J. W. Rogers, dated November 15, 1941 and recorded December 29, 1941 in Book 26 of Deeds, pages 452-453. (Affects Section 35).

PARCEL NO. 3: The South half (S $\frac{1}{2}$) of Section Thirty-one (31),

Township 14 North, Range 27 East of the Gila and Salt River Base and Meridian;

EXCEPT 90% of all oil, gas and minerals and other hydrocarbon substances; in, on or under said premises has reserved and excepted in Deed from H. J. Platt and Mary M. Platt, His wife to J. W. Rogers, dated October 8, 1943 and recorded October 15, 1943 in Book 27 of Deeds, page 226.

PARCEL NO. 4: The South half (S $\frac{1}{2}$) of Section Twenty-two (22); the North half of the South half (N $\frac{1}{2}$ S $\frac{1}{2}$); the South half of the Southeast quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$); the South half of the Northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), all in Section Twenty-three (23); the Northwest quarter (NW $\frac{1}{4}$); the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-four (24); the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$); the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$); the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$); and the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-five (25); the West half of the Northeast quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$); the South half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$); the West half of the Southwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) and the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-six (26); the South half (S $\frac{1}{2}$); the West half of the Northeast quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$); the North half of the Northwest quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-seven (27); the East half of the East half (E $\frac{1}{2}$ E $\frac{1}{2}$); the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-eight (28); and the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-four (34), all in Township 10 North, Range 26 East of the Gila and Salt River Base and Meridian.

PARCEL NO. 5: All of Section One (1) and all of Section Eleven (11), Township 12 North, Range 26 East of the Gila and Salt River Base and Meridian.

PARCEL NO. 6: All of Section Five (5), Township 12 North, Range 27 East of the Gila and Salt River Base and Meridian;

EXCEPTING all minerals as reserved in Deed from Gilbert E. Greer and Frances E. Greer, husband and wife, to J. Albert Brown and Elda W. Brown, his wife, dated April 15, 1944 and recorded January 9, 1945 in Book 27 of Deeds, page 569; to J. Albert Brown and Elda W. Brown, his wife, dated April 15, 1944 and recorded January 9, 1945 in Book 27 of Deeds, page 570, and Deed to LeRoy P. Tanner, dated March 30, 1943 and recorded November 29, 1944 in Book 27 of Deeds, page 522, records of Apache County, Arizona.

PARCEL NO. 7: The South half (S $\frac{1}{2}$), the Northwest quarter (NW $\frac{1}{4}$), the South half of the Northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), and the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Seventeen (17); Sections Nineteen (19), Twenty-one (21), Twenty-nine (29) and Thirty-one (31), all in Township 13 North, Range 27 East of the Gila and Salt River Base and Meridian;

EXCEPTING all minerals as reserved in Deeds from Gilbert E. Greer and Frances E. Greer, his wife, to Adolph Goelsing, dated May 25, 1939 and recorded June 1, 1939 in Book 25 of Deeds, page 374; to J. Albert Brown and Elda W. Brown, his wife, dated April 15, 1944 and recorded January 9, 1945 in Book 27 of Deeds, page 569; to J. Albert Brown and Elda W. Brown, his wife, dated April 15, 1944 and recorded January 9, 1945 in Book 27 of Deeds, page 570, and Deed to LeRoy P. Tanner, dated March 30, 1943 and recorded November 29, 1944 in Book 27 of Deeds, page 522, records of Apache County, Arizona.

PARCEL NO. 8: The Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seventeen (17); the Northwest quarter (NW $\frac{1}{4}$), the South half of the Northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$); the South half of the North half of the Northeast quarter (S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$); the East half of the Southwest quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$), and the Northeast quarter of the Northwest quarter of the Southeast quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$), and the West half of the Northwest quarter of the Southeast quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eighteen (18);

PAT 45 PAGE 80

The South half of the Northwest quarter of the Southwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Nineteen (19), all in the Township 13 North, Range 28 East of the Gila and Salt River Base and Meridian.

EXCEPTING from the North half of the Northwest quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 18, Township 13 North, Range 28 East, and from the West half of the Northwest quarter of the Northwest quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 17, Township 13 North, Range 28 East of the Gila and Salt River Base and Meridian, all the minerals in said land, as reserved in the Patent from the State of Arizona.

PARCEL NO. 9: The Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twelve (12), Township 13 North, Range 27 East of the Gila and Salt River Base and Meridian.

Subject to encumbrances of record, easements and rights of way. Dated this sixteenth day of March, 1961.

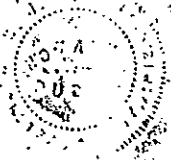
J. Albert Brown
J. Albert Brown

Elda W. Brown
Elda W. Brown

State of Arizona)
County of Maricopa) ss.

This instrument was acknowledged before me this 16th day of March, 1961 by J. ALBERT BROWN and ELDA W. BROWN, his wife.

My Commission Expires Jan. 20, 1965



[Signature]

STATE OF ARIZONA. I hereby certify that the within instrument was filed and recorded. Fee No. 3020
County of Apache) ss. 14 day of December, 1975, at 11:00 A. M.
In Docket No. 254 Page 359 at the request of Apache Title Co.

When recorded mail to: _____ Witness my hand and official seal. Compared: _____
By: Mary S. [Signature] County Clerk. Photostated: _____
I. R. S. S.

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,
JAMES D. GIOVANNI, a single man

do hereby convey to:
J. ALBERT BROWN LANCHES, INC., an Arizona corporation
the following described property situated in Apache County, Arizona:

The Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 13, Township 13 North, Range 26 East, G5SRB64, Apache County, Arizona.

EXCEPT all oil, gas, coal or other hydrocarbon substances, and all minerals whatsoever, already found or which may hereafter be found, upon or under said land.

SUBJECT to Reservation of a 30 foot strip as and for a public right of way around the perimeter.

PAY-OFF DEED FOR AGREEMENT
Exempt
Pursuant to A.R.D. 42-1614 A1

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this 15th day of December, 1975
James D. Giovanni

STATE OF ARIZONA) ss. This instrument was acknowledged before me this 15th day
County of Apache) of December, 1975, by
James D. Giovanni.

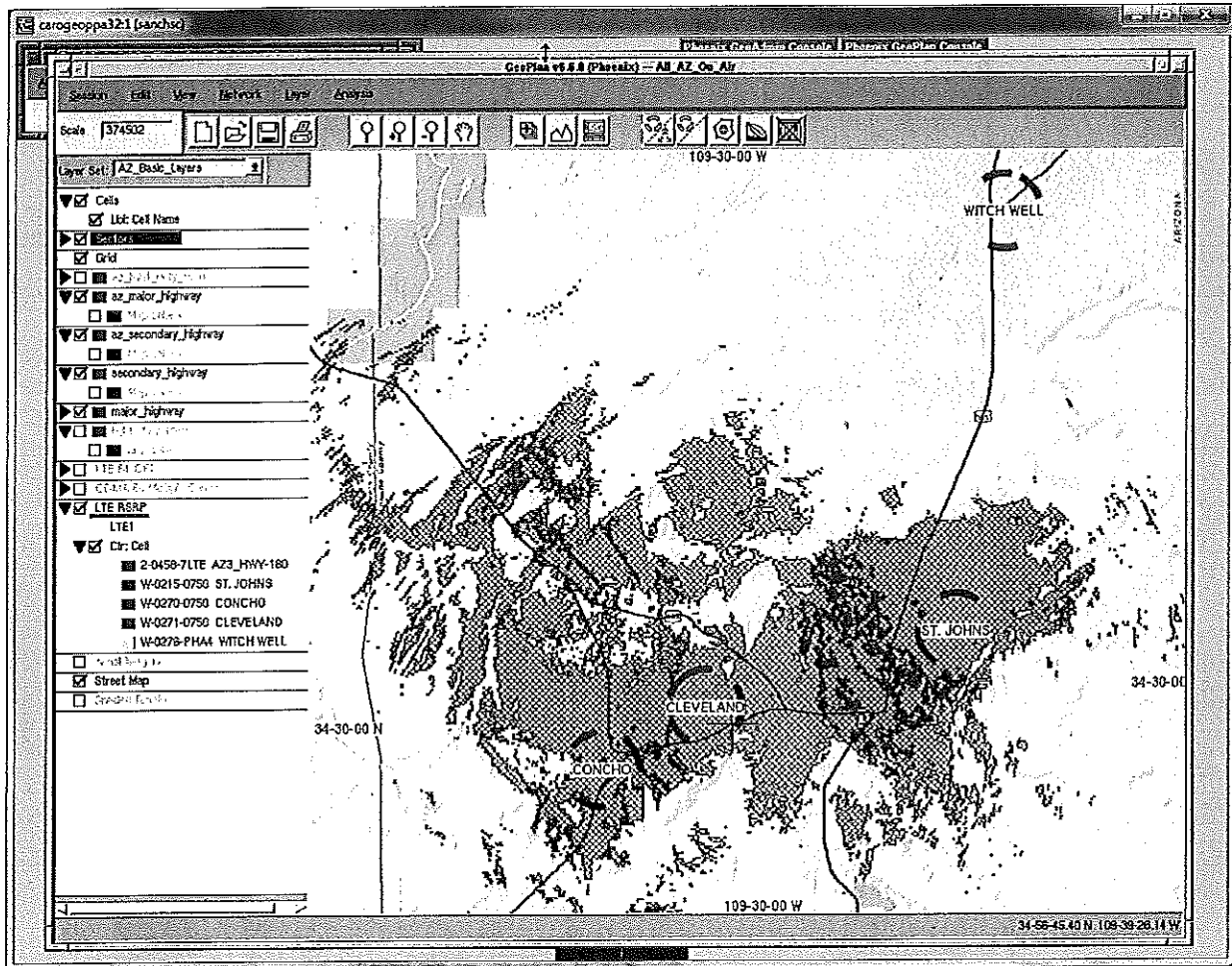
My commission will expire 12/31/77
Wanda [Signature]
Notary Public

STATE OF _____) ss. This instrument was acknowledged before me this _____ day
County of _____) of _____, 19____, by

DKT 254 PAGE 359

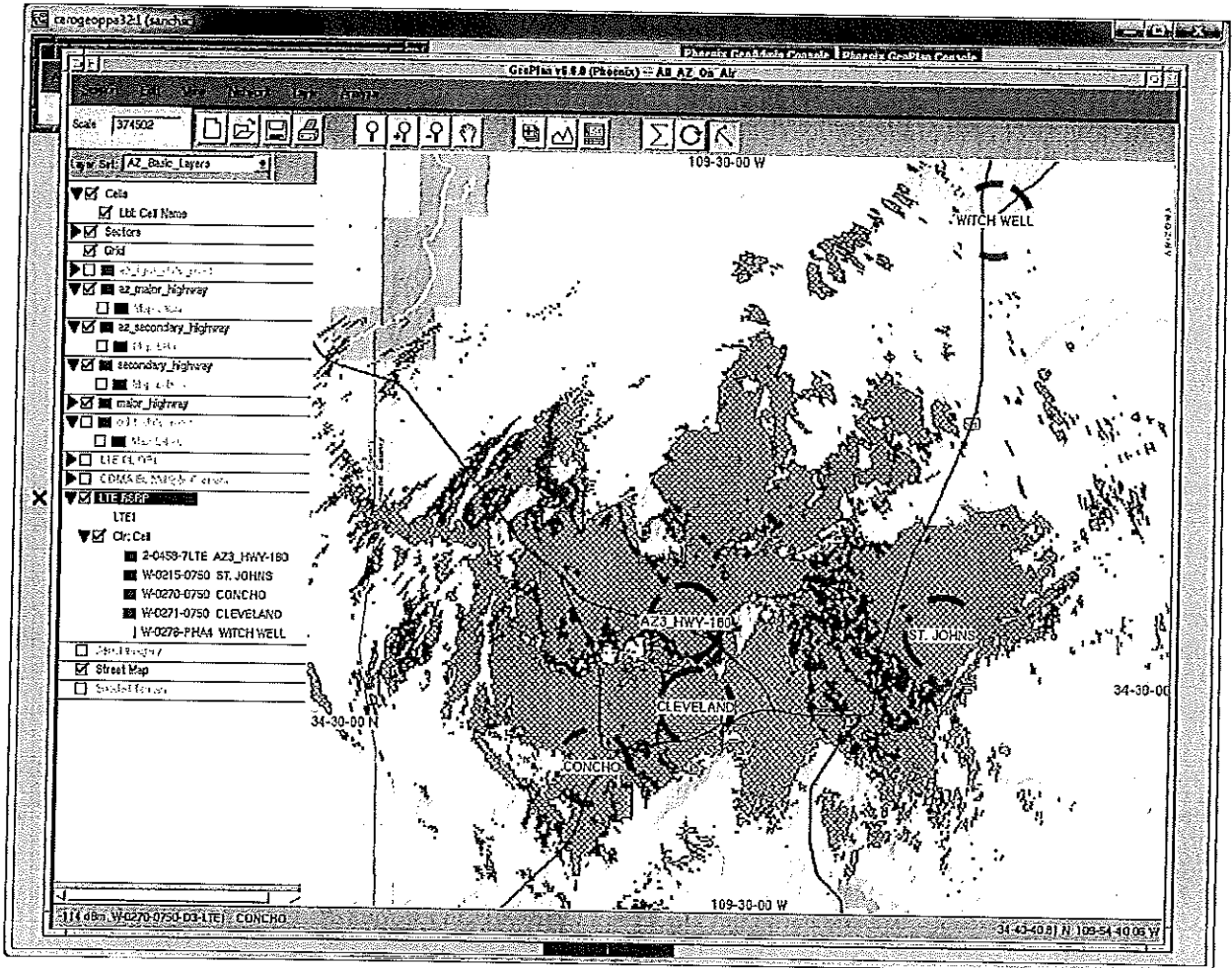
My commission will expire _____
Notary Public

EXISTING 4G LTE 700 MHZ ONLY COVERAGE



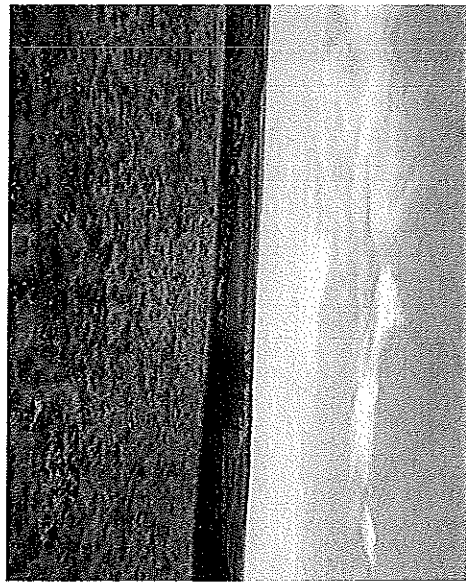
PROPOSED 4G LTE 700 MHZ COVERAGE

WITH AZ3 HWY 180 TO PROVIDE ADDITIONAL COVERAGE AND CAPACITY



Verizon Wireless

SITE NAME: AZ3 HWY 180



Verizon Wireless
125 W. GARDEN DR., TOLSON, AZ 85001

VERIZON WIRELESS
CONTRACT NUMBER: 10000000000000000000
PROJECT NUMBER: 10000000000000000000
DATE: 10/1/2010
PROJECT TITLE: AZ3 HWY 180
PROJECT NUMBER: 10000000000000000000



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PROJECT NUMBER	10000000000000000000
PROJECT TITLE	AZ3 HWY 180
PROJECT LOCATION	125 W. GARDEN DR., TOLSON, AZ 85001
PROJECT DATE	10/1/2010
PROJECT STATUS	NO
PROJECT TYPE	NO
PROJECT CATEGORY	NO
PROJECT SUB-CATEGORY	NO
PROJECT SUB-SUB-CATEGORY	NO

- SHEET NUMBER**
- T-1 PROJECT DATA AND INFORMATION
 - U-1 SITE SURVEY
 - U-2 SITE SURVEY
 - T-2 PROJECT SITE PLAN
 - T-3 PROJECT SITE PLAN
 - T-4 SITE ESTIMATION

CLIENT
VERIZON WIRELESS
125 W. GARDEN DR.
TOLSON, ARIZONA 85001
PHONE (480) 510-0311

PROJECT DATA
PROJECT NUMBER: 10000000000000000000
PROJECT TITLE: AZ3 HWY 180
PROJECT LOCATION: 125 W. GARDEN DR., TOLSON, AZ 85001
PROJECT DATE: 10/1/2010
PROJECT STATUS: NO
PROJECT TYPE: NO
PROJECT CATEGORY: NO
PROJECT SUB-CATEGORY: NO

PROJECT FEATURES

- POWER COMPANY: TEPICANIC COMPANY
- NAVIGATION: FRANKLIN
- PHONE (602) 333-4411

PROJECT DATA

CLIENT	VERIZON WIRELESS
PROJECT NUMBER	10000000000000000000
PROJECT TITLE	AZ3 HWY 180
PROJECT LOCATION	125 W. GARDEN DR., TOLSON, AZ 85001
PROJECT DATE	10/1/2010
PROJECT STATUS	NO
PROJECT TYPE	NO
PROJECT CATEGORY	NO
PROJECT SUB-CATEGORY	NO

PROJECT DATA

CLIENT	VERIZON WIRELESS
PROJECT NUMBER	10000000000000000000
PROJECT TITLE	AZ3 HWY 180
PROJECT LOCATION	125 W. GARDEN DR., TOLSON, AZ 85001
PROJECT DATE	10/1/2010
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PROJECT TYPE	NO
PROJECT CATEGORY	NO
PROJECT SUB-CATEGORY	NO

PROJECT DATA

CLIENT	VERIZON WIRELESS
PROJECT NUMBER	10000000000000000000
PROJECT TITLE	AZ3 HWY 180
PROJECT LOCATION	125 W. GARDEN DR., TOLSON, AZ 85001
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PROJECT STATUS	NO
PROJECT TYPE	NO
PROJECT CATEGORY	NO
PROJECT SUB-CATEGORY	NO

PROJECT DATA

CLIENT	VERIZON WIRELESS
PROJECT NUMBER	10000000000000000000
PROJECT TITLE	AZ3 HWY 180
PROJECT LOCATION	125 W. GARDEN DR., TOLSON, AZ 85001
PROJECT DATE	10/1/2010
PROJECT STATUS	NO
PROJECT TYPE	NO
PROJECT CATEGORY	NO
PROJECT SUB-CATEGORY	NO

PROJECT DATA

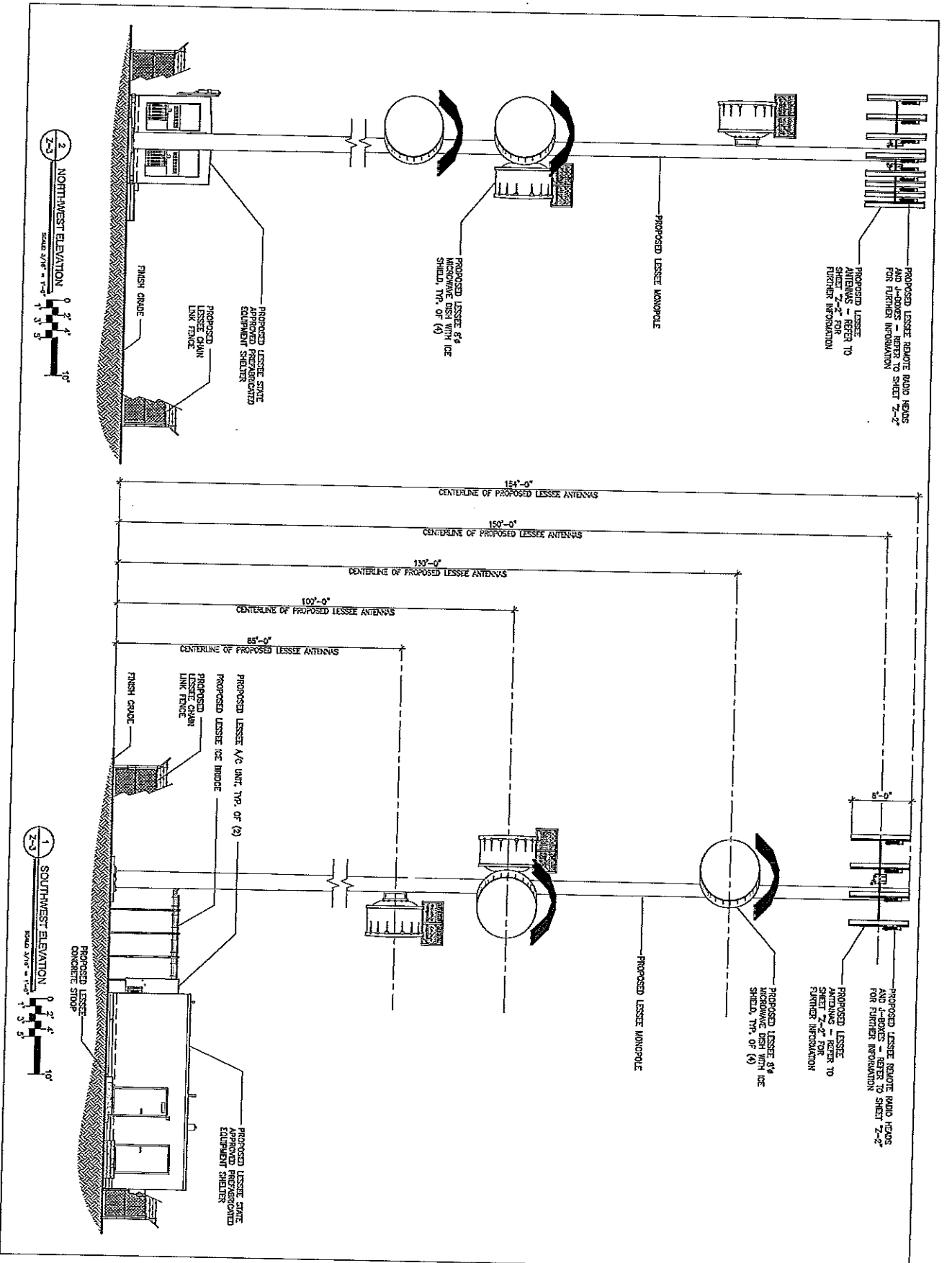
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PROJECT NUMBER	10000000000000000000
PROJECT TITLE	AZ3 HWY 180
PROJECT LOCATION	125 W. GARDEN DR., TOLSON, AZ 85001
PROJECT DATE	10/1/2010
PROJECT STATUS	NO
PROJECT TYPE	NO
PROJECT CATEGORY	NO
PROJECT SUB-CATEGORY	NO

PROJECT DATA

CLIENT	VERIZON WIRELESS
PROJECT NUMBER	10000000000000000000
PROJECT TITLE	AZ3 HWY 180
PROJECT LOCATION	125 W. GARDEN DR., TOLSON, AZ 85001
PROJECT DATE	10/1/2010
PROJECT STATUS	NO
PROJECT TYPE	NO
PROJECT CATEGORY	NO
PROJECT SUB-CATEGORY	NO

PROJECT INFORMATION AND DATA

SHEET NUMBER: T-1



2 NORTHWEST ELEVATION
Scale 3/16" = 1'-0"

1 SOUTHWEST ELEVATION
Scale 3/16" = 1'-0"

verizon
wireless

180 W. GARDNER, TULSA, AZ 85004

INTERNET ADDRESS: www.verizonwireless.com

CONTACT PERSON: [] TITLE: []

BY SIGNATURE: [] NAME: []

DATE: [] TIME: []

SCALE: []

DATE: []



AKS E. HUNTER, 4914 LINDA, AZ 85004
PHOTOGRAPH TAKEN 11/18/03

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PROJECT NUMBER	DATE	BY	CHK
1000000000	11/18/03	AKS	AKS

SITE NAME
AZ33 HWY 180

SITE ADDRESS
SECTION 25, T14N, R8E
CONCHO, AZ 86004

SHEET TITLE
PROJECT ELEVATIONS

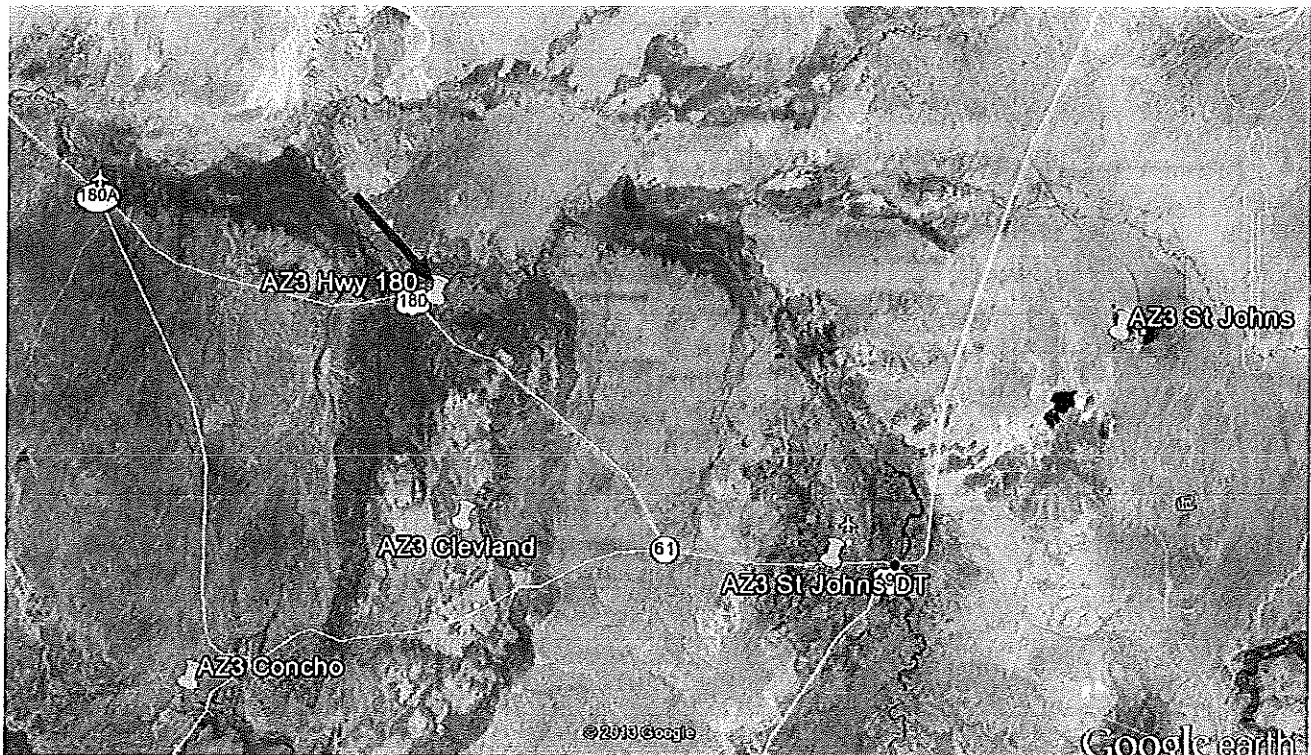
SHEET NUMBER
Z-3

PROJECT NARRATIVE

FOR

Verizon Wireless AZ3 Hwy 180

Sec 25, T14N, R26E
Approx Mile Marker 351, Hwy 180
Concho, AZ 85924
APN: 204-41-001
Jurisdiction: Apache County
Zoning: AG



Submitted by:

Reg Destree

Reliant Land Services, Inc.
3200 N. Hayden Road, Ste. 205
Scottsdale, AZ 85251
602-349-6930 (mobile)
602-453-0002 (fax)
Reg.destree@rlsusa.com

January 29, 2014

Purpose of Application

As part of its ongoing effort to maintain the pre-eminent wireless network in Apache County, Verizon Wireless is proposing to place a new wireless telecommunications facility on Brown Ranch land along Highway 180 about 11 miles Northwest of St. Johns. This site will greatly improve coverage along this stretch of Highway 180 and improve coverage in the populated area near the intersection of Hwy 180 & Hwy 180a about seven miles to the west.

Due to topography in the area and the locations of the existing Verizon Wireless sites there is a large hole in the network along Highway 180. This proposed new wireless facility will help travelers on the Highway as well as residents in the area near Hwy 180/180a. The location of this site is over 2.5 miles from the nearest home so it won't impact anyone's view in this picturesque area. A map showing the coverage this site will offer has been included in the application.

Site Description

The subject parcel is part of the Brown Ranch and is used for grazing. The parcel is just under 500 acres and surrounded mainly by Arizona State Land and Zuni Tribe land. There are three private parcels adjacent to this large parcel, but the closest one is almost 900' away across the highway and is undeveloped. There are no neighboring homes for a couple of miles in any direction.

The proposed location is near the south end of the parcel and about 165' from the edge of the Highway 180 ROW. This location was selected as it has the best elevation on this property and has an existing access road that comes from an existing highway exit a few thousand feet away. Due to the location and topography, the pole will be visible from both directions on the highway but the ground enclosure will not.

Site History

Verizon Wireless has been working on a site in this area for about a year. Verizon has been making a push to fill in holes in its network in rural areas such as this in the last couple of years. Three candidates were submitted in this general area and this location was selected primary due to its elevations and coverage characteristics it could provide. We have entered into a Lease with Brown Ranch for this space.

Description of Proposal

The proposed site development includes placement of 12 panel antennas and several microwave dishes on a new 155' monopole. The panel antennas are used for coverage to communicate with phones and the microwave dishes are used to provide backhaul to the site as there is not sufficient phone or fiber service in this area. The 155' height will maximize coverage along the Highway, especially to the area of the Hwy 180/180a intersection while keeping the visual impact to a minimum. Generally a site in this area would be 199' tall and be designed as a multi-leg lattice tower. Due to the ability to keep the height to 155' we were able to use a monopole. The pole will be structurally capable of handling additional carriers.

The proposed pole is located about 165' from the Highway 180 ROW, 900' from the nearest parcel to the west, almost a mile from the north property line, ½ mile from the east property line and about 400' to the AZ State Land to the south.

The Verizon radio equipment will be secured in a State-approved pre-manufactured equipment shelter (12' x 26'). The shelter is typically a light brown in color but could be a specified brown or gray as

needed. This shelter will also house an emergency diesel generator. The shelter will be enclosed with a 60' x 50' compound surrounded by a 6' chain link fence with three strands of barbed wire.

Access to the site is via the existing ranch road that comes off Hwy 180 to the NW and serves this property. Existing roads will be used up to the mesa this site sits on, and a small driveway will be developed for a few hundred feet to get up onto the mesa. Power is expected to come overhead along that existing roadway from the west side of this parcel. Final design for power is up to NEC.

The site will take about 45 days to construct and once complete will be visited approximately once per month for maintenance. This development is unoccupied and does not involve water or sewer. There will not be any changes to existing watercourses or an impact on off-site discharge of rainwater. Impacts on neighbors will be minimal as there really aren't any.

Citizen Participation Plan

In addition to the required public hearings I have sent a Citizen Participation Letter to the four private LLs within 300' of this parcel along with ADOT, AZ State Land and the Zuni Tribe. I often have a meeting on site, but due to the rural nature of the site and lack of developed neighboring properties, I am planning on just sending the letter. I will let the recipients know that if they would like to meet at the site to see where we are proposing to go I can do that. I will report any feedback I receive or additional actions that I take to County staff.

Conclusion

This type of facility requires a Conditional Use Permit in Apache County. This proposal meets the letter and intent of the Ordinance and Verizon Wireless is requesting a Conditional Use Permit of this proposed site for the maximum length of time available. This site will benefit travelers along the Highway (especially in emergency situations) as well as residents in the area seven miles west of the proposed location.



THE INFORMATION CONTAINED IN THIS SURVEY IS THE PROPERTY OF R DESIGN, INC. AND IS TO BE USED ONLY FOR THE PURPOSES SPECIFIED BY THE CLIENT. ANY REUSE OR DISTRIBUTION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF R DESIGN, INC. IS STRICTLY PROHIBITED.

NO.	DATE	DESCRIPTION
1	02/03/03	FINAL SURVEY



PROJECT NO:
08001389

SITE NAME:
AZ3 HIGHWAY 180

SHEET ADDRESS:
SEC. 25, T.14N., R.26E.,
CONCHO, AZ 85924

SHEET TITLE:
TOPOGRAPHIC SURVEY

DRAWN BY:
RUF

CHECKED BY:
RUF

DATE:
02/03/03

PROJECT NO.
08001389

SHEET NO.
LS-1

LEGISLATIVE DESCRIPTION
SITUATED IN THE COUNTY OF AVILA, STATE OF ARIZONA
RICHMOND 25 25N., TOWNSHIP 14 NORTH, RANGE 26 EAST OF THE 10TH RANGE AND
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PROPOSED LEGISLATIVE DESCRIPTION
SITUATED IN THE COUNTY OF AVILA, STATE OF ARIZONA
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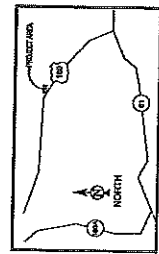
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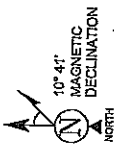
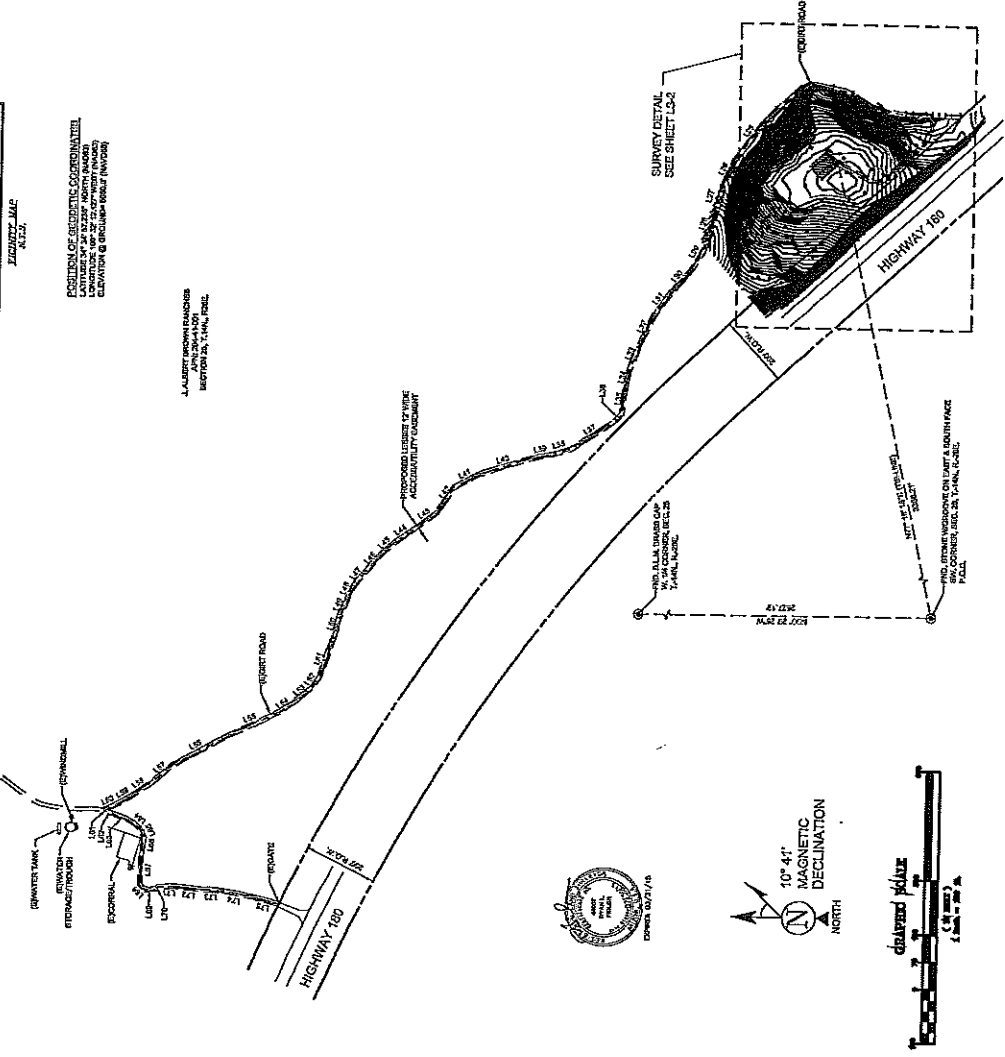
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POSITION OF SURVEYING CORNER
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- REVISIONS**
1. ALL TOTAL REVISIONS SHALL BE MADE UPON A CORRECTED PRINT OF THE ORIGINAL SURVEY. ANY REVISIONS SHALL BE MADE UPON THE ORIGINAL SURVEY. ANY REVISIONS SHALL BE MADE UPON THE ORIGINAL SURVEY.
 2. REVISIONS SHALL NOT BE MADE UPON A CORRECTED PRINT OF THE ORIGINAL SURVEY. ANY REVISIONS SHALL BE MADE UPON THE ORIGINAL SURVEY. ANY REVISIONS SHALL BE MADE UPON THE ORIGINAL SURVEY.
 3. THE BOUNDARY SHOWN HEREON IS NOT TO BE CONSIDERED AS A FINAL BOUNDARY. ANY REVISIONS SHALL BE MADE UPON THE ORIGINAL SURVEY. ANY REVISIONS SHALL BE MADE UPON THE ORIGINAL SURVEY.
 4. SURVEYOR DOES NOT WARRANT THAT ALL UTILITIES ARE SHOWN ON THIS SURVEY. ANY REVISIONS SHALL BE MADE UPON THE ORIGINAL SURVEY. ANY REVISIONS SHALL BE MADE UPON THE ORIGINAL SURVEY.

- PROPOSED LEGISLATIVE DESCRIPTION**
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 2. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 02/03/03.
 3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 02/03/03.
 4. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 02/03/03.



120 W. CERRAN DR., TOLUPE, AZ 85085

APN	204-41-001
SECTION	25, T.14N., R.26E.
OWNER	VERIZON WIRELESS
DATE	10/1/11
BY	VERIZON WIRELESS
DATE	10/1/11
SCALE	AS SHOWN
DATE	10/1/11
BY	VERIZON WIRELESS
DATE	10/1/11



APR 16 10:00 AM '11
 STATE OF ARIZONA
 PROFESSIONAL ENGINEER
 NO. 12345
 EXPIRES 12/31/12

PROJECT NUMBER	204-41-001
DATE	10/1/11
REVISION	
BY	
DATE	
DESCRIPTION	
BY	
DATE	
DESCRIPTION	
BY	
DATE	
DESCRIPTION	

SITE NAME
AZ3 HWY 180

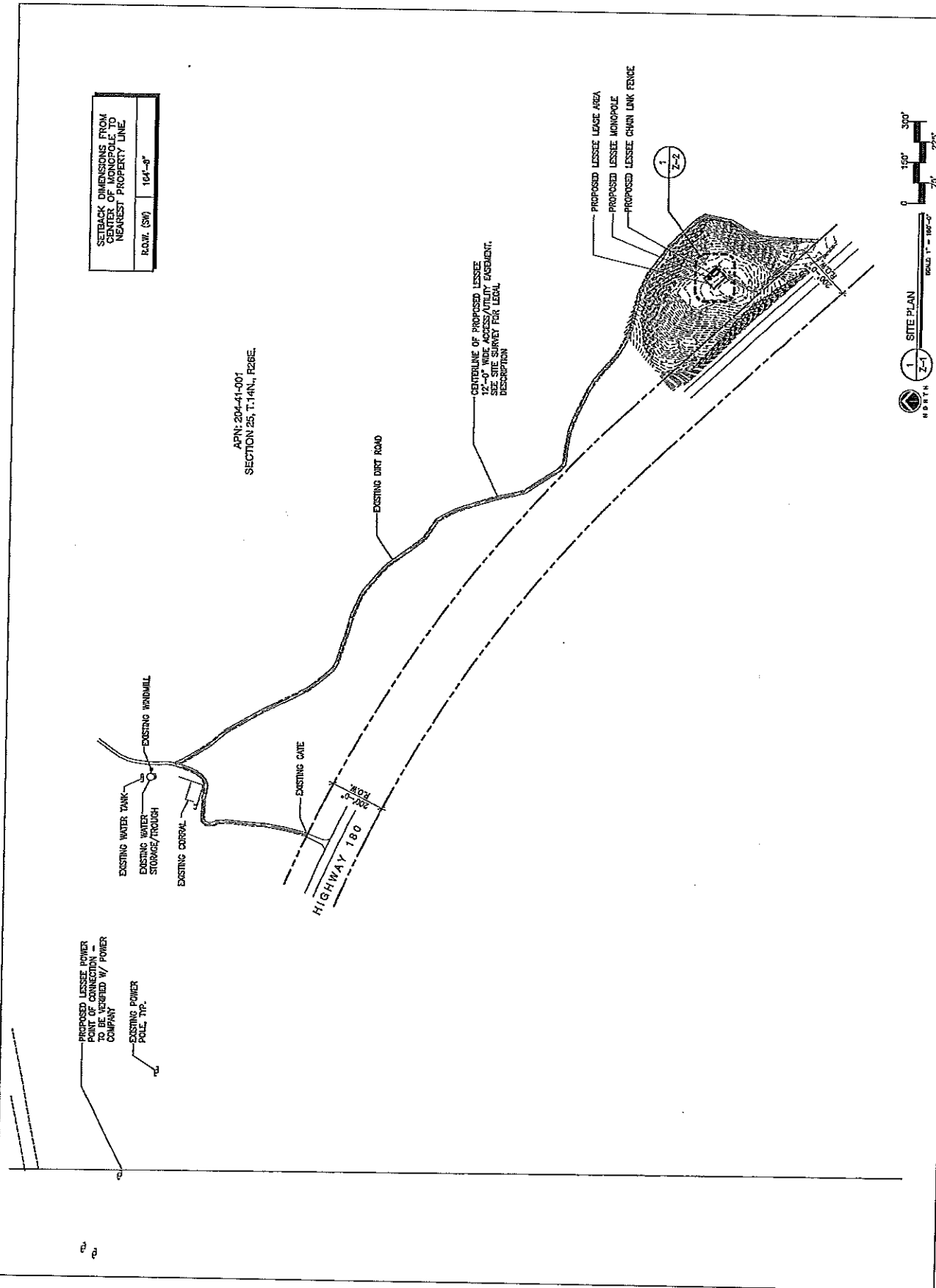
SITE ADDRESS
 SECTION 25, T.14N., R.26E.
 CONCHO, AZ 85024

PROJECT
SITE PLAN

DRAWING NUMBER
Z-1

SETBACK DIMENSIONS FROM CENTER OF MONOPOLE TO NEAREST PROPERTY LINE	164'-0"
RAW (50)	164'-0"

APN: 204-41-001
 SECTION 25, T.14N., R.26E.



1 SITE PLAN
 Z-1
 SCALE 1" = 100'-0"

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: March 19, 2014



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

CONSENT AGENDA - Consideration and possible approval to re-appoint Tom Tilford and Patsy Plant as Planning and Zoning Commission members for another 4 year term.

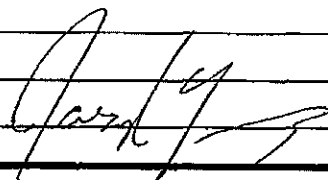
BOS Meeting Date Requested April 1, 2014

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature: 3/19/14

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

PERMISSION TO PURCHASE NEW 2013 140M2 MOTOR GRADER FROM EMPIRE MACHINERY WITH TRADE IN OF 140 H MOTORGRADER USING NATIONAL INTERGOVERNMENTAL PURCHSING ALLIANCE'S CONTRACT WITH CITY OF TUCSON. PURCHASE AMOUNT IS \$303,552.00. TRADE IN AMOUNT IS \$51,000.00. TOTAL IS \$252,552.00. FUNDS FROM DISTRICT II CARRYOVER AND DISTRICT II HURF.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance 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 _____

Beth Bond

Subject: FW: approval for agenda items

From: Joe Young [mailto:JYoung@apachelaw.net]

Sent: Thursday, March 27, 2014 10:07 AM

To: Beth Bond

Subject: RE: approval for agenda items

I have indeed reviewing the Engineer's NTUA right of way, the draft Fair Housing Proclamation and Resolution, and the information relating to the purchase of a new motor grader item from the Engineering department. Each of these are legal, and may go to the Board for their consideration and possible approval.

From: Beth Bond [bbond@co.apache.az.us]

Sent: Thursday, March 27, 2014 8:29 AM

To: Joe Young

Subject: approval for agenda items

Joe, you were going to shoot me an email regarding you reviewed agenda items: the Engineer's NTUA utility right of way, Malena's fair housing resolution and proclamation. I think there was something else but I can't remember..

Beth Bond

Apache County

Assistant Clerk of the Board

928-337-7502

The link to the National IPA website for the City Of Tucson #12077 contract: The county can download the City of Tucson Contract and award documents if they need them here.

http://www.nationalipa.org/caterpillar_documents.html

Apache County is already a member of National IPA:

Ryan Patterson joined on 4/16/2009, Apache County Member number is **#NIPA2568**



Apache County
 Greg Smith
 Motor Graders 140
 3/19/2014

City Of Tucson #12077 Bid Pricing

Machine	
CAT Machine List	\$421,781
Participant Discount	33%
Freight	\$7,894
Machine Price	\$290,487
Work Tools	
CAT Work Tool List	\$0
Participant Discount	0%
Work Tools Price	\$0
Total Bid Price	\$290,487

Savings Summary	
Contract #12077 Bid Price	\$290,487
Empire Southwest Price	\$268,508
Net Savings From Bid	\$21,979

Trade	
Year	0
Make	0
Model	0
Hours	0
Trade Allowance	\$0
Allowance Valid Until	4/18/2014

Work Tools	
60" GP Bucket	\$0
60" Bolt On Cutting Edge	\$0
60" Bucket BOT	\$0
Other	\$0
Other	\$0
Other	\$0

Final Price

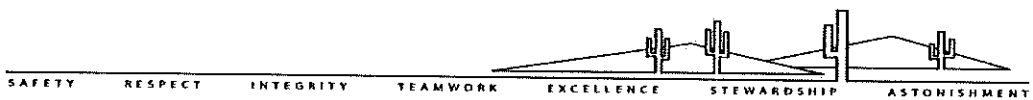
Machine	
CAT Machine List	\$421,781
Participant Discount	33%

Work Tools	
CAT Work Tool List	\$0
Participant Discount	0%

Additional Cost Of Sale	
Standard Prep	\$2,062
Inbound Freight	\$4,326
Jobsite Delivery	\$1,149
Travel Time For Warrantable Repairs For 12 Months	\$862
Other	\$0
Other	\$0
Other	\$0
Other	\$0

Agency Added Costs	
Extended Warranty For 7 Years or 7000 Hours Powertrain + Hydraulics	\$12,950
Other	\$0
Other	\$0
Other	\$0
Other	\$0
Other	\$0

Price	
Subtotal Price	\$281,458
Tax Rate	\$0
Total Invoice Price	\$303,552



CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 120377
PROPOSAL DUE DATE: NOVEMBER 14, 2011, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: HEAVY EQUIPMENT, PARTS, ACCESSORIES,
SUPPLIES AND RELATED SERVICES

PRE-PROPOSAL CONFERENCE DATE: OCTOBER 27, 2011
TIME: 9:00 A.M. LOCAL AZ TIME
LOCATION: CITY HALL, FINANCE CONFERENCE ROOM
255 W. ALAMEDA, 5TH FLOOR, TUCSON, AZ

CONFERENCE CALL NUMBER: 1-888-394-8197; PASSCODE: 640963

CONTRACT OFFICER: VICTORIA CORTINAS, C.P.M., CPPB
TELEPHONE NUMBER: (520) 837-4140
Victoria.Cortinas@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****NOTICE****

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd

PUBLISH DATE: October 12, 2011



*Office of
Apache County Engineer*
P.O. Box 238, St. Johns, AZ 85936
fcrosby@co.apache.az.us

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928-337-7528
Facsimile: 928-337-2062

February 24, 2014

To Whom It May Concern:

The following values were received from EMPIRE MACHINERY for possible trade-in.

772BH MOTORGRADER	\$38,000.00	
580 CASE BACKHOE	\$23,900.00	
140H MOTOR GRADER	\$95,000.00	2ZK06577
140H MOTOR GRADER	\$51,000.00	2ZK00663

Thank you,

Dale Hauser

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature:

3/24/14

[Signature]

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

Request authorization to enter into utilities right-of-way easement agreement with NTUA to place a new power pole and equipment at the Sanders interchange north of I-40 interstate.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: ~~reviewed and approved by Joe Young~~
see email from Joe Young

Signature: (see email)

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

Beth Bond

Subject: FW: approval for agenda items

From: Joe Young [mailto:JYoung@apachelaw.net]

Sent: Thursday, March 27, 2014 10:07 AM

To: Beth Bond

Subject: RE: approval for agenda items

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Sent: Thursday, March 27, 2014 8:29 AM

To: Joe Young

Subject: approval for agenda items

Joe, you were going to shoot me an email regarding you reviewed agenda items: the Engineer's NTUA utility right of way, Malena's fair housing resolution and proclamation. I think there was something else but I can't remember..

Beth Bond

Apache County

Assistant Clerk of the Board

928-337-7502

March 25, 2014

Apache County Engineer
Attention Ferrin Crosby
P.O. BOX 238
St. Johns, Arizona 85936

RE: NTUA's Proposed Distribution Line within the Apache County Right-of-Way, Sanders, Apache County, Arizona

Dear Mr. Crosby,

The Navajo Tribal Utility Authority Utilities Right-of-Way Agreement Form 5447 (9/05) states the NTUA requesting for a permanent right-of-way for the electrical service easement.

However,

The Apache County will grant NTUA of an easement for a period of twenty (20) years.

NTUA

By: _____

Title: _____

Signature: _____

Enclosures – NTUA's Utilities Right-of-Way Agreement, Form 5447 (9/05)

- References:
- 1) ADOT RW Project U-191-D-700. Approved June 25, 2012.
 - 2) Letter: Stephen Bolduc, PE, Stanley Consultants, Inc to Jay Wagener, ADOT Project Supervisor; Define electrical loads to Project lighting cabinets., October, 3, 2013.
 - 3) NTUA "Utilities Right of Way Agreement"; sample copy.



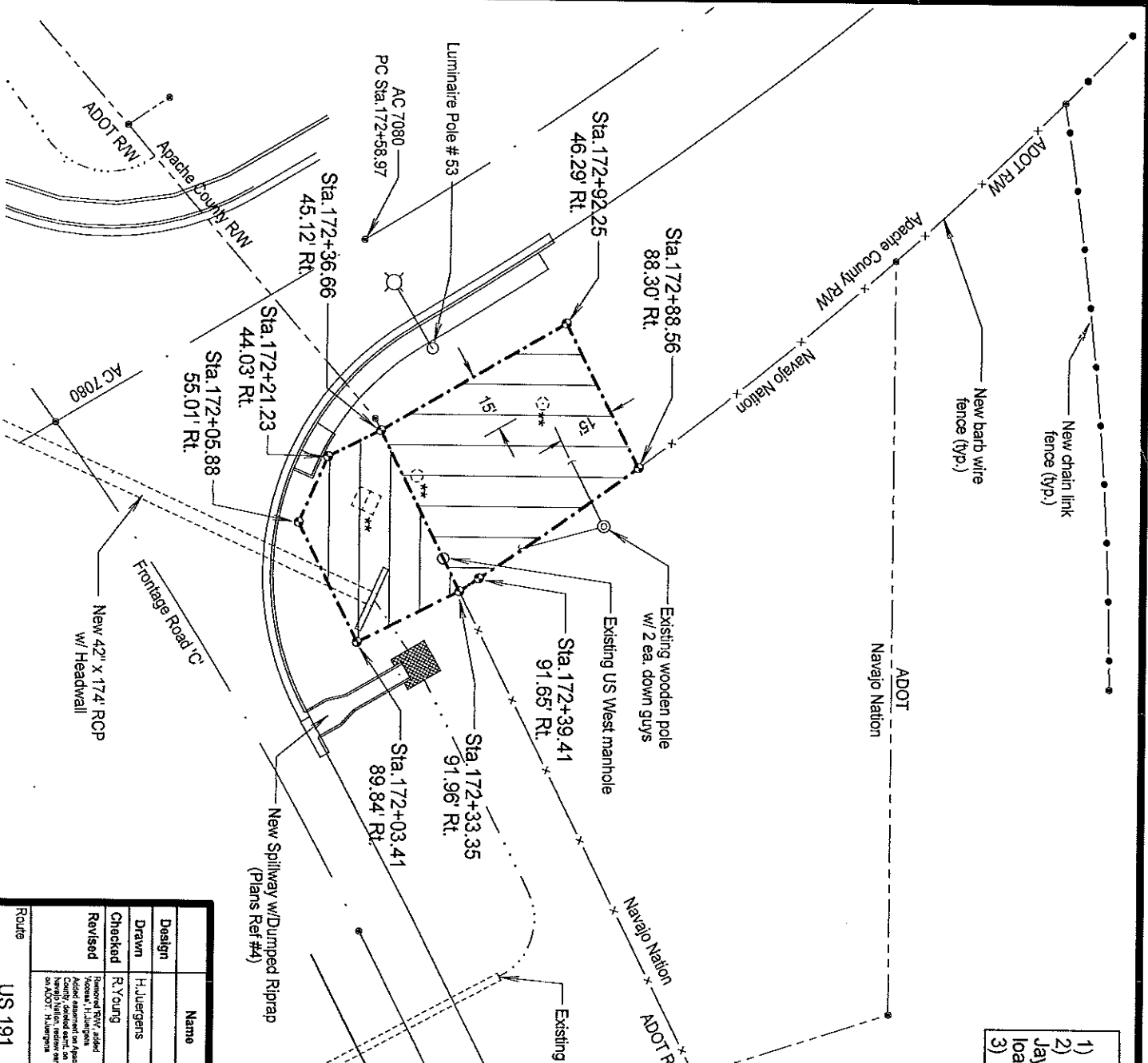
Apache County
56' x 47' NTUA Access 0.06 Ac.

ADOT
47' x 30' NTUA Access 0.03 Ac.

** Denotes approximate location of new poles / equipment



For Review Only



Name	Date	Location
Design		Arizona Department of Transportation Intermodal Transportation Division Holbrook District (Construction)
Drawn	11-13	
Checked	11-13	
Revised	11-2-13	Nahatai Dzifil - Sanders T.I. 47' x 56' NTUA Permanent Right of Entry (Apache County) 30' x 47' NTUA Permanent Right of Entry (ADOT) Lighting Cabinet #3
	3-26-14	

Revised 3/05/14

Route	US 191	Location	Sta. 172+90, 45' Rt.
	H436001C		Project No. STP-BR-HSIP-191-D(002)S



NAVAJO TRIBAL UTILITY AUTHORITY
UTILITIES RIGHT-OF-WAY AGREEMENT

x APACHE COUNTY, ARIZONA hereby grants to the Navajo Tribal Utility Authority, a permanent right-of-way for construction, operation and maintenance of ELECTRIC service, 42 feet thirty (30) feet in width and 56 feet in length; over, across, and upon the lands described in the accompanying map attached hereto and by this reference made a part hereof.

In consideration of the grant herein made, the Navajo Tribal Utility Authority hereby agrees to:

- 1. Construct and maintain the Right-of-Way in a workmanlike manner.
2. To restore the lands as nearly as may be possible to their original condition upon the completion of construction.

x _____, grantor(s), hereby agrees to allow free access to and from right-of-way within and between the points herein before mentioned during all reasonable hours as may be deemed necessary by the Navajo Tribal Utility Authority.

In WITNESS HEREOF, the parties to these present have executed this Agreement this _____ day of _____, _____.

Project I.D. No.: _____

Job Order No. _____

Detailed Location _____

Chapter _____

Navajo Tribal Utility Authority

Verified by:

Name: _____

Title _____

District: _____

Address: _____

City: _____ State: _____ Zip _____

C# _____
Grantor (Signature)

Address

Grazing Permit/Homesite No: 36856 Hwy 191

C# _____
Grantor (Signature)

Address

Grazing Permit/Homesite No: _____

Table with 9 columns: Home Office, KAYENTA, TUBA CITY, SHIPROCK, CHINLE, FORT DEFIANCE, DILCON, CROWNPOINT. Each column contains address and phone information for that location.

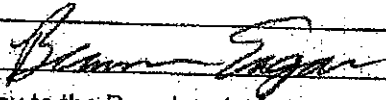
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Sheriff's Office

Date/Signature: 3/17/14



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

Approval and acceptance of change of capital outlay for Governor's Office of Highway Safety Grant #2014-PT-087. Due to receiving a lower price on the vehicles listed on the previous grants, the Sheriff's Office will be able to utilize the remaining funds to purchase more equipment. The total grant funding amount remains the same, this is simply a capital outlay change. The cost to the county for an additional vehicle and equipment will be \$7,122.00.

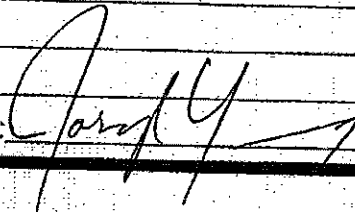
BOS Meeting Date Requested 4/1/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:



Finance Review:

See attached

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

Beth Bond

From: Beverly Parks
Sent: Wednesday, March 26, 2014 9:03 AM
To: Beth Bond
Subject: FW: Capital Outlay change on GOHS grant

From: Ryan Patterson
Sent: Wednesday, March 26, 2014 8:54 AM
To: Beverly Parks
Subject: RE: Capital Outlay change on GOHS grant

Spoke with Chief Eagar and the additional funds will come from RICO. Please consider this email as my signature. Thanks.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Beverly Parks
Date: 03/24/2014 9:16 AM (GMT-07:00)
To: Ryan Patterson
Subject: FW: Capital Outlay change on GOHS grant

Ryan,

Here is what I sent to Joe Young for his review. If you please look it over, and if you are ok with it, get with Beth to sign the agenda review paperwork.

Thank you,
Bev Parks

From: Beverly Parks
Sent: Monday, March 17, 2014 12:54 PM
To: 'Joe Young'
Cc: Brannon Eagar; Barry Weller; Beth Bond
Subject: Capital Outlay change on GOHS grant

Joe,

I have attached a capital outlay change and a copy of the Board Agenda item review. On 4-1-14, we will ask the board for approval of this change of capital outlay from the GOHS grant funding. The Sheriff's Office was able to obtain a better price for vehicles being purchased, therefore we had remaining funds to utilize. In order to do so, the grant paperwork needed to reflect the change. Just a way of being transparent with the grant spending. The cost to the county for an additional vehicle, along with the equipment, will be \$7,122.00.

If you are ok with this please reply to this email so I can advise Beth Bond.
Thank you

Beverly Parks

Beth Bond

From: Beverly Parks
Sent: Monday, March 17, 2014 12:54 PM
To: Joe Young
Cc: Brannon Eagar; Barry Weller; Beth Bond
Subject: Capital Outlay change on GOHS grant
Attachments: capital outlay change.pdf; BOSAngenda4-1-14.pdf

Joe,

I have attached a capital outlay change and a copy of the Board Agenda item review. On 4-1-14, we will ask the board for approval of this change of capital outlay from the GOHS grant funding. The Sheriff's Office was able to obtain a better price for vehicles being purchased, therefore we had remaining funds to utilize. In order to do so, the grant paperwork needed to reflect the change. Just a way of being transparent with the grant spending. The cost to the county for an additional vehicle, along with the equipment, will be \$7,122.00.

If you are ok with this please reply to this email so I can advise Beth Bond.

Thank you

Beverly Parks
Apache County Sheriff's Office
Emergency Management
PO Box 518
St. Johns, AZ 85936
928-337-7630 Office
928-551-2876 Cell
928-337-3778 Fax
bparks@co.apache.az.us



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

March 11, 2014

Sheriff Joseph Dedman
Apache County Sheriff's Office
PO Box 518
St. Johns, Arizona 85936

PROJECT REFERENCE:

Contract Number: 2014-PT-087
Purpose of Project: Capital Outlay: One (1) Fully
Marked Pick Up Truck, Two (2) Stalk Patrol Dash
Mounted Radar Units, One (1) Stalker II MDR
Handheld Radar Unit, and Three (3) Watchguard
Video Systems

Dear Sheriff Dedman:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is *not* an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 24) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Tom White, Apache County Board of Supervisor's, Apache County, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

Enclosures
AG: mmk

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2014-PT-087
ADDRESS PO Box 518, St. Johns, Arizona 85936	PROGRAM AREA: 402-PT
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Lance Spivey
ADDRESS PO Box 428, St. Johns, Arizona 85936	3. PROJECT TITLE: Selective Traffic Enforcement (STEP) Equipment
4. GUIDELINES: 402-Police Traffic Services (PT)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Capital Outlay: One (1) Fully Marked Pick Up Truck, Two (2) Stalk Patrol Dash Mounted Radar Units, One (1) Stalker II MDR Handheld Radar Unit, and Three (3) Watchguard Video Systems to support and enhance Selective Traffic Enforcement (STEP/Speed) throughout Apache County. The total estimated cost of this equipment will be \$49,838.70 and Apache County Sheriff's Office will fund \$7,122.00 of the total cost.

6. BUDGET COST CATEGORY	Project Period FFY 2014
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$49,838.70
TOTAL ESTIMATED COSTS	\$49,838.70

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2014

CURRENT GRANT PERIOD FROM: 10-01-2013 TO: 09-30-2014

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$49,838.70

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Apache County is unique among all counties in the United States in many ways. Particularly because it is the longest county in the country, 211 miles from the Utah border to just south of Alpine. Two-thirds of the population and over one-half of the land area is comprised of the Navajo Nation. The current population for Apache County is 70,000, and it continues to grow. In Apache County, there are several major state highways and interstates. The U.S. Highway 60 runs east and west and connects to New Mexico. Interstate 40, runs east and west and is considered one of the busiest transcontinental roadways in the United States. U.S. 191, 61 and 160 are all major arteries that connect the motoring public to Interstate 40. The Interstates, Highways and State Routes in Apache County make up almost 1,000 miles of roadway in Apache County alone. The Apache County Road System consists of approximately 6,000 miles of roadway. The highways, interstates and state routes are all paved and maintained regularly by the Arizona Department of Transportation (ADOT). However, many of the Apache County roads are unpaved and unmarked. Many roadways are windy, and change grade as they pass through mountains or through valleys. Since Apache County is a rural county, motorists must be aware of roaming wildlife and free-range cattle.

Agency Problem:

The Apache County Sheriff's Office has become more proactive in selective traffic enforcement and impaired driver enforcement over the past seven years. The Apache County Sheriff's Office has realized an increase in injury collisions, alcohol-related injuries, DUI Drug arrests, citations issued and speed related citations, despite their efforts to educate the public in regards to highway safety.

Agency Attempts to Solve Problem:

Apache County Sheriff's Office has become more active in selective traffic enforcement. The manpower, staffing and equipment resources have made it impossible to devote deputies to full-time positions that are devoted entirely to this type of enforcement and education mission. The deputies have been diligent in enforcing traffic laws and arresting the motoring public for impaired driving and aggressive driving.

Agency Funding:

Federal 402 funds will support Capital Outlay: One (1) Fully Marked Pick Up Truck, Two (2) Stalk Patrol Dash Mounted Radar Units, One (1) Stalker II MDR Handheld Radar Unit, and Three (3) Watchguard Video Systems to support and enhance Selective Traffic Enforcement (STEP/Speed) throughout Apache County. The total estimated cost of this equipment will be \$49,838.70 and Apache County Sheriff's Office will fund \$7,122.00 of the total cost.

How Agency Will Solve Problem With Funding:

The Apache County Sheriff's Office will utilize grant funding throughout the federal fiscal year by participating in saturation patrols and STEP enforcement details. The Apache County Sheriff's Office will improve the enforcement of traffic safety laws intended to reduce death, injury, and property damage and promote roadway safety; along with deterring aggressive and distracted drivers. Furthermore, the Apache County Sheriff's Office will continue to report necessary statistical data to ensure accurate comparisons of STEP enforcement citations that are issued. The Apache County Sheriff's Office will continue to increase the public's awareness associated with the dangers of speeding, aggressive/distracted driving; and continue to provide training and updates on traffic laws to Apache County Sheriff's Office deputies.

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay: One (1) Fully Marked Pick Up Truck, Two (2) Stalk Patrol Dash Mounted Radar Units, One (1) Stalker II MDR Handheld Radar Unit, and Three (3) Watchguard Video Systems to support and enhance Selective Traffic Enforcement (STEP/Speed) throughout Apache County. The total estimated cost of this equipment will be \$49,838.70 and Apache County Sheriff's Office will fund \$7,122.00 of the total cost.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the PT/Selective Traffic Enforcement Program Goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program Goal is to reduce the incidence of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of STEP/Speed in terms of money, criminal and human consequences.**

The Apache County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Apache County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Apache County Sheriff's Office will make expenditures as follows to meet the outlined Program Goals/Objectives:

Capital Outlay – To purchase/procure the following Capital Outlay for STEP/Speed Enforcement Activities:

One (1) Fully Marked Pick Up Truck, Two (2) Stalk Patrol Dash Mounted Radar Units, One (1) Stalker II MDR Handheld Radar Unit, and Three (3) Watchguard Video Systems

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:

One (1) Fully Marked Pick Up Truck, Two (2) Stalk Patrol Dash Mounted Radar Units, One (1) Stalker II MDR Handheld Radar Unit, and Three (3) Watchguard Video Systems

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Apache County Sheriff's Office shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Apache County Sheriff's Office further agrees to dispose of this equipment using the Apache County Sheriff's Office 's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Apache County Sheriff's Office can refer to that of the state. The Apache County Sheriff's Office shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Apache County Sheriff's Office shall incorporate any equipment purchased under this Contract into its inventory records. The Apache County Sheriff's Office shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Apache County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **One (1) Fully Marked Pick Up Truck, Two (2) Stalk Patrol Dash Mounted Radar Units, One (1) Stalker II MDR Handheld Radar Unit, and Three (3) Watchguard Video Systems.**

Decals:

The Governor's Office of Highway Safety shall provide the Apache County Sheriff's Office with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Apache County Sheriff's Office shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:**SPEED DETECTION EQUIPMENT –****Requirements for Speed Detection Devices:**

The Apache County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Apache County Sheriff's Office will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

Requirements for Speed Monitoring Trailer Systems:

Speed monitoring trailers are portable, self-contained speed display units. This equipment may be used for enforcement, public information, education, data collection. The Apache County Sheriff's Office will maintain a written policy covering usage of the Speed Trailer System, which will be available upon request for review by GOHS.

VIDEO EQUIPMENT –**Requirements for In-Car Video Systems:**

The Apache County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the In-Car Video System purchased under this contract.

The Apache County Sheriff's Office will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

The Apache County Sheriff's Office will maintain a written policy covering training and usage regarding In-Car Video System which will be available upon request for review by GOHS.

POLICE PACKAGE VEHICLES:**Requirements for Police Package Vehicle (Marked):**

Equipment included with the vehicle, at a minimum is emergency equipment (lights and siren), police radio system, and may include speed detection device and in-car video system. The make, model, and color of this vehicle may or may not be that which is associated with traditional enforcement vehicles.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to

include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT –

Requirements for Equipment:

The Apache County Sheriff's Office shall include a high quality color photograph of all equipment purchased under this contract. The Apache County Sheriff's Office shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Apache County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCI's**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report (October 1 to December 31, 2013)	January 15, 2014
2 nd Quarterly Report (January 1 to March 31, 2014)	April 15, 2014
3 rd Quarterly Report (April 1 to June 30, 2014)	July 15, 2014
4 th Quarterly Report (July 1 to September 30, 2014)	October 30, 2014
Final Statement of Accomplishment	October 30, 2014

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Enforcement Report" must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Joseph Dedman, Sheriff, Apache County Sheriff's Office, shall serve as Project Director.

Lance Spivey, Commander, Apache County Sheriff's Office, shall serve as Project Administrator.

Michelle Kennedy, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial

	personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$49,838.70
	One (1) Fully Marked Pick Up Truck (\$30,512.00 each)	
	Two (2) Stalk Patrol Dash Mounted Radar Units (\$1,495.00 each)	
	One (1) Stalker II MDR Handheld Radar Unit (\$2,251.00 each)	
	Three (3) Watchguard Video System (\$4,695.00 each)	
	TOTAL ESTIMATED COSTS	*\$49,838.70

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$49,838.70.

TABLE REPRESENTS HOW THIS CONTRACT WILL BE FUNDED BY AGENCY/PROGRAM

AGENCY/PROGRAM SOURCE	CONTRIBUTION % AMOUNT	TOTAL AMOUNT REQUESTED
Apache County Sheriff's Office		\$49,838.70
	Less Agency Contribution	(\$7,122.00)
	SUB TOTAL	\$42,716.70
GOHS Contribution (402-PT)	100%	(\$42,716.70)
TOTAL AMOUNT FUNDED	100%	\$42,716.70

LAW ENFORCEMENT DAILY REPORT
(For Agency Use Only)

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
CRIMINAL SPEED CITATIONS		
AGGRESSIVE DRIVING CITATIONS		
CIVIL SPEED CITATIONS		
OTHER CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

LAW ENFORCEMENT QUARTERLY REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
CRIMINAL SPEED CITATIONS		
AGGRESSIVE DRIVING CITATIONS		
CIVIL SPEED CITATIONS		
OTHER CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment \$5,000.00 or more

Contract Number: 2014-PT-087
Reporting Agency: Apache County Sheriff's Office

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. **Agency's Fiscal Contact:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Joseph Dedman, Sheriff
Apache County Sheriff's Office

*Signature of Authorized Official of
Governmental Unit:*

Tom White, Chairman
Apache County Board of Supervisor's

Date

Telephone

Date

Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PT, as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|--------------------------------------|--------------------------|
| 2. | A. EFFECTIVE DATE: | B. FEDERAL FUNDS: |
| | <i>Authorization to Proceed Date</i> | <u>\$49,838.70</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazarro, Grants Manager

Date/Signature: 3/20/2014

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

Review and adopt the Fair Housing Proclamation and Resolution as required by Department of Housing for CDBG projects as an affirmatively furthering fair housing activity.

BOS Meeting Date Requested 4/1/2014

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

Beth Bond

Subject: FW: approval for agenda items

From: Joe Young [mailto:JYoung@apachelaw.net]
Sent: Thursday, March 27, 2014 10:07 AM
To: Beth Bond
Subject: RE: approval for agenda items

I have indeed reviewing the Engineer's NTUA right of way, the draft Fair Housing Proclamation and Resolution, and the information relating to the purchase of a new motor grader item from the Engineering department. Each of these are legal, and may go to the Board for their consideration and possible approval.

From: Beth Bond [bbond@co.apache.az.us]
Sent: Thursday, March 27, 2014 8:29 AM
To: Joe Young
Subject: approval for agenda items

Joe, you were going to shoot me an email regarding you reviewed agenda items: the Engineer's NTUA utility right of way, Malena's fair housing resolution and proclamation. I think there was something else but I can't remember..

Beth Bond

Apache County
Assistant Clerk of the Board
928-337-7502

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 *Tom M. White, Jr., Chairman of the Board*, 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.

Signature

Title

Signed this _____ day of _____, _____

FAIR HOUSING RESOLUTION

2014-__

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 Board of Supervisors of Apache County 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 the 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 complaint 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 the County shall undertake the following actions to additionally "affirmatively further fair housing:"

(list all such actions to include: mailing copies of this resolution to the real estate community, banks, developers, community organizations and the local media; posting copies of this resolution at identified locations; distributing flyers; sponsoring school poster or essay contests)

PASSED AND ADOPTED BY THE APACHE COUNTY BOARD OF SUPERVISORS ON
THIS ____ DAY OF APRIL, 2014

Chair of the Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Attorney

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

- date/time stamp

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

Apache County IT Department

Date: 03/24/2014

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

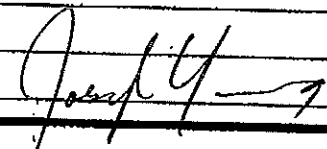
The treasurer has indicated that she does not want eCommerce for Tyler Eagle Web and does want the Visions IVEE Interface. This requires an addendum to our Tyler contract and results in a one time installation savings of \$6,160 which can be applied to other Tyler services and an annual maintenance savings of \$2,486.

BOS Meeting Date Requested 04/01/2014

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature: 

Finance Review:

See attached

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

Beth Bond

From: Ben Dugdale
Sent: Tuesday, March 25, 2014 8:26 AM
To: Beth Bond
Subject: FW: Tyler Technologies, Inc. Addendum

FYI.

From: Ryan Patterson
Sent: Monday, March 24, 2014 7:44 PM
To: Ben Dugdale
Subject: RE: Tyler Technologies, Inc. Addendum

Please consider my signature.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Ben Dugdale
Date: 03/24/2014 1:38 PM (GMT-07:00)
To: Ryan Patterson
Subject: FW: Tyler Technologies, Inc. Addendum

Ryan,

Would you please sign my agenda item and send it back to me?

Thanks,

From: Joe Young [<mailto:JYoung@apachelaw.net>]
Sent: Monday, March 24, 2014 1:35 PM
To: Ben Dugdale
Cc: Beth Bond
Subject: RE: Tyler Technologies, Inc. Addendum

Please see attached.

From: Ben Dugdale [ben@co.apache.az.us]
Sent: Monday, March 24, 2014 11:16 AM
To: Joe Young
Subject: RE: Tyler Technologies, Inc. Addendum

Joe,

Would you please affix your signature to my agenda item and return it to me?

Thank you,

Existing Customer
TSM: C. Dixon

ADDENDUM

Per Contract ID# 2012-0073, issued 9/10/12 and received 2/13/12, Apache County, AZ would like to exchange the following services:

Add:

Application Professional Services Summary		Estimated Hours	Annual Fee		
Property Appraisal & Assessment Suite					
Professional Services Total					
Implementation Services Breakdown		QTY	Estimated Hours	Estimated Services	Annual Fee
Eagle Property Appraisal, Assessment & Treasurer Suite					
Eagle Treasurer					
IVEE Interface					
		30		4,200	
Tyler Technologies provide services for the IVEE interface to the current implementation of Eagle Treasurer for Apache County, AZ.					
1) There will be no additional license fees for IVEE.					
2) Services include installation, configuration and training.					
Eagle Treasurer Services		30		4,200	
Property Appraisal & Assessment & Treasurer Suite Total Services		30		4,200	

Application Software		QTY	License Fee	Annual Fees
Eagle Property Appraisal & Assessment Suite				
Eagle Appraiser Base License				
Apex				
		2	710	Incl.
1st year support included in pricing.				
Subsequent years support will be billed directly from Apex.				
Eagle Application Subtotal			710	
Application and System Software Total			710	

Remove:

eCommerce for Eagle Web				
Provides for sale of Certificate of Taxes Due using pre-pay or credit accounts. Integrated with Tyler Payments for the payment of property taxes by credit card or eCheck; for on-line payments only. Applies to Treasurer's Office on-line payments only.				
	1	10,360	10,360 ^r	2,486
Total for Eagle Web Module:			\$10,360	\$2,486

Please Note: Tyler agrees to apply monies paid by Client for removed applications to Client's account to use towards purchase of item being added herein. Client understands that no credit will be given for services rendered to date.

ACCEPTED BY:

APACHE COUNTY, AZ

ACCEPTED BY:

TYLER TECHNOLOGIES, INC.

By:

Signature

By:

Signature

Title

Title

Date

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Delwin Wengert & Ryan Patterson

Date/Signature:

[Handwritten Signature] 3/27/14

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

Work session on budget revenues and expenses

BOS Meeting Date Requested 4/1/14

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