

JOE SHIRLEY, JR.
MEMBER OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

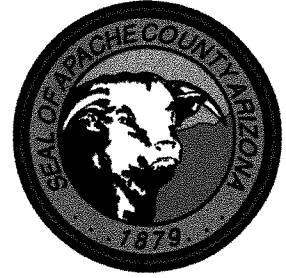
ALTON JOE SHEPHERD
CHAIRMAN OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003



RYAN PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

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

April 17, 2018

Board of Supervisors' Hearing Room, First Floor

75 West Cleveland Street


St. Johns, Arizona

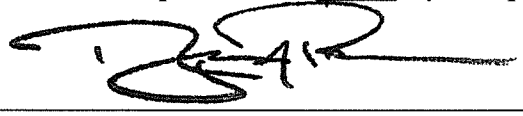
9:00 a.m. MST (10:00 a.m. DMST)

REVISED *

1. County Manager: Discussion and possible action concerning override election: The Board will discuss which of two Resolutions on file with the Clerk of the Board of Supervisors should be adopted. Introduce, discuss, amend if desired, and act on a resolution requesting the voters to approve a secondary tax levy; and ordering and calling a special override election to be held on November 6, 2018, to authorize a property tax levy that is not within the limitations on property taxation otherwise prescribed by Arizona Revised Statutes Section 42-17051.
2. County Manager: Discussion and possible approval of an agreement between Apache County and the Round Valley Rodeo Committee for an event at the Round Valley Rodeo Grounds. This item was tabled from a previous meeting.
3. District II: Discussion and possible approval of a proclamation by Apache County recognizing the importance of the case of Williams vs. Lee.
- *4. District II: Discussion and possible approval to government lease/purchase equipment through Inland Kenworth and PACCAR Financial Corp., of two (2) new 2019 Kenworth T880 tractors for belly dump and equipment at a total cost of two hundred ninety-seven thousand, four hundred sixty dollars (\$297,460.00); at sixty-five thousand, eight hundred thirty-eight dollars and 87 cents (\$65,838.87) per year for five (5) years, utilizing State Contract #ADSP2014-063233.

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.

Revised and posted: this 16 day of April 2018 @ 8:00^{AM} by 



Ryan Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 4/12/18

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

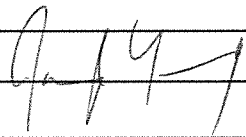
Discussion ^{and possible action} concerning ~~possible~~ override election: The Board will discuss which of two Resolutions on file with the Clerk of the Board of Supervisors should be adopted. Introduce, discuss, amend if desired, and act on a resolution requesting the voters to approve a secondary tax levy; and ordering and calling a special override election to be held on November 6, 2018 to authorize a property tax levy that is not within the limitations on property taxation otherwise prescribed by Arizona Revised Statutes Section 42-17051.

BOS Meeting Date Requested 4/17/18

PRE-AGENDA ITEM REVIEW

Legal Review: attached

Signature email Joe Young



Finance Review: n/a

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



AGENDA ITEM

**APACHE COUNTY, ARIZONA BOARD OF SUPERVISORS.
MEETING OF APRIL 17, 2018**

Override Election.

and possible action

Discussion concerning possible override election: The Board will discuss which of two Resolutions on file with the Clerk of the Board of Supervisors should be adopted. Introduce, discuss, amend if desired, and act on a resolution requesting the voters to approve a secondary tax levy; and ordering and calling a special override election to be held on November 6, 2018 to authorize a property tax levy that is not within the limitations on property taxation otherwise prescribed by Arizona Revised Statutes Section 42-17051.

Diana Morgan

From: Diana Morgan
Sent: Thursday, April 12, 2018 12:34 PM
To: Joe Young
Subject: RE: Apache County, AZ - Override Election 2018

Thank you.

Diana Morgan
Administrative Coordinator
Records Manager
Apache County Manager's Office
POB 428
St. Johns, Arizona 85936

P (928)337-7503
F (928)337-2003

dmorgan@co.apache.az.us

From: Joe Young
Sent: Thursday, April 12, 2018 12:01 PM
To: Ryan Patterson <rpatterson@co.apache.az.us>; Diana Morgan <dmorgan@co.apache.az.us>
Subject: FW: Apache County, AZ - Override Election 2018

Looks good once we get those tax rates in

RESOLUTION NO. 2018 - __

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

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

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

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

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

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

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

Section 3. The purpose of the Election is to allow the County to levy property taxes in excess of the property tax levy limits otherwise prescribed by the Tax Limit Act for the purpose of providing additional funding for the following programs and departments:

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

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

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

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

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

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

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

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

Section 9. Any amounts collected pursuant to this resolution shall not be included in the county's tax levy limitation for any subsequent year as prescribed by A.R.S. § 42-17051 and shall be collected from a levy of secondary property taxes and are not subject to limitations on taxes prescribed by Article IX, § 18, of the Arizona Constitution.

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

Section 11. Notice will also be provided by publishing the Proclamation, Order and Call of Election (the "Proclamation") in substantially the form set forth in *Exhibit A* attached hereto, two times, one week apart, not less than ninety (90) days before the election in the official newspaper of the County. Any then known changes of polling place location(s) will be shown in the published proclamation. The Proclamation, Pamphlet Notice of Election and all other notices, instructions, informational pamphlets, sample ballots, early ballots and other matters distributed or made available to the qualified electors shall be translated into Spanish and provision shall also be provided by oral translation of such items into languages that are historically unwritten where appropriate and for distribution of the oral translations. A Notice of Election, in substantially the form of *Exhibit B* attached

hereto, shall also be published twice, at least one week apart during the six (6) weeks preceding twenty (20) days before the election. Prior to actual publication of the Notice of Election, the County's Election Director shall list the actual polling places, if there are any changes in such polling places. Additionally, oral announcements in native language shall be made by radio and by leaving copies of the Proclamation, the Notice of Election and the voter information pamphlet at the various Native American meeting places within the County where such notices will be orally announced in the native language.

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

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

Chairman of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM

By: _____

GUST ROSENFELD, P.L.C.

Special Attorney

CERTIFICATION

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

Clerk

EXHIBIT A

NOTICE

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

Dated this 17th day of April, 2018

Chairman, Board of Supervisors

PROCLAMATION, ORDER AND CALL OF ELECTION

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

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

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

OFFICIAL BALLOT

QUESTION

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

A yes vote shall have the effect of casting your vote in favor of authorizing Apache County to levy additional property taxes in excess of the County primary property tax levy limits.

Yes

A no vote, shall have the effect of casting your vote against authorizing Apache County to levy additional property taxes in excess of the County property tax levy limits

No

EXHIBIT B

NOTICE OF ELECTION

TO THE QUALIFIED ELECTORS OF APACHE COUNTY, ARIZONA:

A special election will be held in Apache County, Arizona, on November 6, 2018, at the following polling places:

Apache County Polling Places Master List- "2018"

Revised 04/03/18

Precinct Name	Polling Location	Physical Address	Post Office Box	City / Town / Place	Phone No.	Fax No.
02 ALPINE	Alpine Community Center	#12 County Road 2061	PO Box 523	Alpine AZ 85920	928-339-4330	N/A
03 CANYON DE CHELLY	Chinle Community Center	US HWY 191	PO Box 587	Chinle AZ 86503	928-674-9481	928-674-9479
05 CHINLE	Chinle Community Center	US HWY 191	PO Box 587	Chinle AZ 86503	928-674-9481	928-674-9479
09 CONCHO	Concho Elementary School	6 County Road 5101	PO Box 200	Concho AZ 85924	928-337-9357	928-337-3582
10 CORNFIELDS	Cornfields Chapter House - Headstart Room	8 mile South of Burnside Junction N15	PO Box 478	Ganado AZ 86505	928-755-5912	928-755-5917
11 COTTONWOOD	Cottonwood Senior Center	Rt 4 Cottonwood Chapter premises	PO Box 1139	Chinle AZ 86503	928-725-3740	928-725-3742
12 CORONADO	Apache County Annex-Pera Gym	75 W. Cleveland	PO Box 428	St. Johns AZ 85936	928-337-7537	928-337-7538
13 DENNEHOTSO	Dennehotsso Chapter House	1/2 mile SW of Dennehotsso School	PO Box 2301	Dennehotsso AZ 86535	928-658-3300	928-658-3304
16 EAGAR	Eagar Town Hall	22 West 2ND Street	PO Box 1300	Eagar AZ 85925	928-333-4128X2	928-333-5140
17 FLAT TOP	Life In Christ Fellowship	11 South Hamblin St.	PO Box 820	Eagar AZ 85925	928-333-5284	N/A
19 FT DEFIANCE	Fort Defiance Chapter House	Navajo Route 112	PO Box 366	Ft. Defiance AZ 86504	928-729-4352	928-729-4353
22 GANADO NORTH	Ganado Uni Sch. Dist (Fieldhouse)	HWY 264	PO Box 1757	Ganado AZ 86505	928-755-1088	928-755-1042
23 GANADO SOUTH	Ganado Chapter House	Chapter Dr. HWY 264	PO Box 188	Ganado AZ 86505	928-755-5920/21	928-755-5927
25 GREER	Greer Fire House Station	38974 State Route 373	PO Box 242	Greer AZ 85927	928-735-7279	928-735-7325
27 HOUCK	Houck Chapter House	Exit 348	PO Box 127	Houck AZ 86506	928-688-2734	928-688-3068
29 KINLICHEE	Kinlichee Chapter House	8 Miles E. of Ganado, 27 miles W. of WWR	PO Box 860	St. Michaels, AZ 86571	928-755-3821	928-755-6364
31 KLAGETOH	Klagetoh Chapter House	15 miles South of State 264 on HWY 191	Unit 42 HC 58 Box 90	Ganado, AZ 86505	928-652-2704	928-652-2701
33 LUKACHUKAI	Lukachukai Chapter House	1/2 Mile S of N12 Mile Post 1	PO Box 248	Lukachukai AZ 86507	928-787-2500	928-787-2332
35 LUPTON	Tsesiani Multipurpose Bldg	I-40 Exit 357 Rt 12	PO Box 403	Lupton AZ 86508	928-688-2128	928-688-3150
37 MCNARY	McNary Community Center	103 S Cady	PO Box 1270	White River, AZ 85930	928-338-4831	928-338-9479
39 MANY FARMS	Many Farms Senior Center	HWY 191 W. of N. Route 59	PO Box 1050	Many Farms AZ 86538	928-781-3605	928-781-3608
41 MEXICAN WATER	Mexican Water Chapter House	HWY 160-BIA Road 5056	HC1 Box 38-1018	Teec Nos Pos, 86514	928-429-0986	928-429-3641
43 NAZLINI	Nazlini Senior Center	500 Yards N of the Nazlini Chapter House within chapter compound	PO Box 7186	Nazlini AZ 86540	928-755-5960	same as phone
45 NUTRIOSO	Nutriosso Community Center	County Rd 2016 #8	PO Box 366	Nutriosso AZ 85932	928-339-4462	None
46 OAK SPRINGS	Oak Springs Chapter House	8 Miles North of Lupton, CH & I-40, Exit 357 11 miles North on N-12	PO Box 486	Window Rock AZ 86515	928-871-6179	928-871-6182
48 PUERCO	Nahata Dzil Commission Governance	Red Sand View Drive	PO Box 400	Sanders AZ 86512	928-688-2150	928-688-2235
51 RED MESA	Red Mesa School Conf. Rm	HWY 160 Mile Post 448	HC 61 Box 40	Teec Nos Pos AZ 86514	928-656-4100	928-656-4106
52 RED VALLEY	Red Valley Chapter House	HWY 491 Route N13 Buffalo Dr. Bldg. R006-001	PO Box 304	Red Valley AZ 86544	928-653-5800	928-653-5803
54 ROCK POINT	Rock Point Senior Center	HWY 191	PO Box 342	Rock Point AZ 86545	928-659-4350	928-659-4356
56 ROUGH ROCK	Rough Rock Chapter House	Hwy 8066	PO Box IHH-Rough Rock	Chinle AZ 86503	928-728-3361	928-728-3362
58 ROUND ROCK	Round Rock Chapter House	1/2 Mile E of Junction 191	PO Box 10	Round Rock AZ 86547	928-787-2511	928-787-2512
59 ROUND VALLEY	High School Auditorium	565 N. Butler St.	PO Box 610 Springerville, AZ 85938	Eagar AZ 85925	928-333-6592	928-333-5625
61 ST JOHNS	Apache County Annex-Pera Gym	75 W. Cleveland	PO Box 428	St. Johns AZ 85936	928-337-7537	928-337-7676

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

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

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

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

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

RESOLUTION NO. 2018 - ___

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

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

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

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

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

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

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

Section 3. The purpose of the Election is to allow the County to levy property taxes in excess of the property tax levy limits otherwise prescribed by the Tax Limit Act for the purpose of providing additional funding for the following programs and departments:

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

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

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

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

<u>Fiscal Year</u>	<u>Amount</u>	<u>Fiscal Year</u>	<u>Amount</u>
2019-2020	\$1,000,000	2023-2024	\$1,800,000
2020-2021	\$1,200,000	2024-2025	\$2,000,000
2021-2022	\$1,400,000	2025-2026	\$2,200,000
2022-2023	\$1,600,000		

Section 6. The estimated property tax rate which will be levied to provide \$1,000,000 in the first fiscal year (2019-2020) if the voters approve the levy the estimated tax rate will be \$0.15 per \$100 of Limited Net Assessed Property Value. The Board of Supervisors shall levy the tax in the same manner as property taxes are levied.

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

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

Section 9. Any amounts collected pursuant to this resolution shall not be included in the county's tax levy limitation for any subsequent year as prescribed by A.R.S. § 42-17051 and shall be collected from a levy of secondary property taxes and are not subject to limitations on taxes prescribed by Article IX, § 18, of the Arizona Constitution.

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

Section 11. Notice will also be provided by publishing the Proclamation, Order and Call of Election (the "Proclamation") in substantially the form set forth in *Exhibit A* attached hereto, two times, one week apart, not less than ninety (90) days before the election in the official newspaper of the County. Any then known changes of polling place location(s) will be shown in the published proclamation. The Proclamation, Pamphlet Notice of Election and all other notices, instructions, informational pamphlets, sample ballots, early ballots and other matters distributed or made available to the qualified electors shall be translated into Spanish and provision shall also be provided by oral translation of such items into languages that are historically unwritten where appropriate and for distribution of the oral translations. A Notice of Election, in substantially the form of *Exhibit B* attached

hereto, shall also be published twice, at least one week apart during the six (6) weeks preceding twenty (20) days before the election. Prior to actual publication of the Notice of Election, the County's Election Director shall list the actual polling places, if there are any changes in such polling places. Additionally, oral announcements in native language shall be made by radio and by leaving copies of the Proclamation, the Notice of Election and the voter information pamphlet at the various Native American meeting places within the County where such notices will be orally announced in the native language.

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

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

Chairman of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM

By: _____

GUST ROSENFELD, P.L.C.

Special Attorney

CERTIFICATION

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

Clerk

EXHIBIT A

NOTICE

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

Dated this 17th day of April, 2018

Chairman, Board of Supervisors

PROCLAMATION, ORDER AND CALL OF ELECTION

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

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

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

OFFICIAL BALLOT

QUESTION

Shall Apache County be authorized to levy property taxes of \$1,000,000 for fiscal year 2019-20 and increasing by an additional \$200,000 in each of the following fiscal six years in excess of the County property tax levy limits otherwise prescribed by A.R.S. § 42-17051?

A yes vote shall have the effect of casting your vote in favor of authorizing Apache County to levy additional property taxes in excess of the County primary property tax levy limits.

Yes

A no vote, shall have the effect of casting your vote against authorizing Apache County to levy additional property taxes in excess of the County property tax levy limits

No

EXHIBIT B

NOTICE OF ELECTION

TO THE QUALIFIED ELECTORS OF APACHE COUNTY, ARIZONA:

A special election will be held in Apache County, Arizona, on November 6, 2018, at the following polling places:

Apache County Polling Places Master List- "2018"

Revised 04/03/18

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

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

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

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

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

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 4/12/18

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

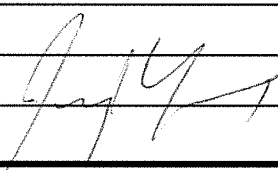
Discussion and possible approval of an agreement between Apache County and the Round Valley Rodeo Committee for an event at the Round Valley Rodeo Grounds. This item was tabled from a previous meeting.

BOS Meeting Date Requested 4/17/18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature Joe Young



Finance Review: n/a

Signature

Human Resources Review: n/a

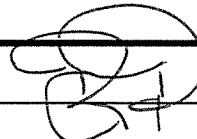
Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



MEMORANDUM OF UNDERSTANDING

Round Valley Rodeo Committee

This Memorandum of Understanding is made by and among the Apache County Board of Supervisors (“County”), the Round Valley Rodeo Club Extravaganza (“Club”), the Town of Springerville (“Town”) and the Springerville-Eagar Chamber of Commerce (“Chamber”) (Club, Town and Chamber to be collectively referred to as “Participating Entities”).

Property Description – the Apache County Rodeo Grounds in Eagar, Arizona as more particularly described below:

See Exhibit A attached hereto.

Mutual Goals

Working together the above parties desire:

- A) To provide a community rodeo for the benefit of Apache County citizens on or about July 4 of each year.
- B) To ensure the Rodeo Grounds are used to maximize economic development within the County as well as to ensure entertainment for Apache County citizens to increase the quality of life within Apache County.
- C) To meet together regularly as County and Participating Entities to organize and manage the annual rodeo in a cooperative effort.

RECITALS

WHEREAS, the County currently owns the Round Valley Rodeo Grounds; and

WHEREAS, the Participating Entities are each experienced in organizing a yearly rodeo in Round Valley, Arizona, and exist to benefit citizens and interests in or near Round Valley; and

WHEREAS, by virtue of its purposes, interests and experience, along with their history of organizing the yearly Round Valley Rodeo, the Participating Entities are well suited to administer, plan, manage and operate the yearly Rodeo on the Property; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings the parties hereby agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement (the “Term”) shall be for a period commencing on the Effective Date (the “Commencement Date”), and expiring five years after the Commencement Date, unless sooner terminated as provided herein. During this Term, the Participating Entities shall have the exclusive use of the Property, subject to the conditions outlined below, from June 24 through July 14 each year of the Term of the Agreement unless otherwise terminated sooner.

2. Option to Extend Terms. This agreement shall automatically be extended for two additional periods of five (5) years beyond the Termination Date, unless either party decides and notifies the other of its intent not to extend the Agreement, and for additional extensions as the parties may agree at that time.

3. Management and Operation of Property. Subject to the terms, covenants and conditions set forth in this Agreement, the Participating Entities, along with participation of the County, shall manage and operate the Property during the Term described above each year. Notwithstanding the foregoing, County shall have the right, at its sole discretion, to cancel and/or alter any aspect of the event or use of the Property. The Participating Entities right to manage and operate the Property does not include the ability to alter or improve the property in any way except as detailed in Section 7 below.

4. Use of the Property. Required Use. The County and Participating Entities shall have the sole right to use and occupy the Property during the twenty day period described in the Term Section above, and shall do so solely for the operation of the yearly rodeo, related events, and related and incidental purposes and programs, and for no other purpose.

5. Financial Consideration. In exchange for the use of the Property pursuant to this Agreement, the Participating Entities shall pay to County the sum of \$10,000 each year, due and payable by August 1, 2018 and each August thereafter through 2022, and for each five year period thereafter if this Agreement is extended. It is further agreed that County will provide access, during the 20 day period described in this Agreement each year, to the Participating Entities the following equipment:

- Arena Tractor and attachment
- Water truck and access to water for use at the Property
- Backhoe

6. Grant Funding. With prior approval from the Board of Supervisors of the County, the Participating Entities shall be permitted to apply for grants in the County's name for which the Participating Entities might not otherwise be eligible. The County retains the right to accept or not accept grant funds so applied for.

7. Capital Improvements and Alterations. If the Participating Entities reasonably believe that capital improvements are required at the Property, the Participating Entities shall make a detailed request for such improvement to the Apache County Board of Supervisors through the District III Supervisor of Apache County or his/her designee. Such request shall include all relevant details and plans, so that any improvements or alterations are understood and evaluated prior to approval being granted. The County shall evaluate each request and determine whether to make such improvement in its sole discretion. It is further understood that as part of this Agreement, County agrees to laser level the arena area of the Property with a blade to the satisfaction of County.

8. Cooperative Approach to Planning. The Parties agree that regular meetings of County and Participating Entities' personnel are necessary to accomplish the goals of this Agreement and to ensure that the Property is used in a beneficial way. Such meetings may be held as necessary to accomplish specific tasks, but in any event, at least four formal meetings shall be held each year to determine event planning, priorities, access funding, and schedule tasks and review accomplishments. The formal meetings shall include the District III Supervisor of Apache County or his/her designee and any employees germane to the project, and least one designee from each of the Participating Entities and any others germane to the project. This annual formal meeting shall be held at least once in the months of January, March, May, and June at a date and time set by the District III Supervisor of Apache County.

At each such meeting, the Parties shall agree to a written calendar of events, which shall document tasks required for the yearly rodeo, and tasks assigned to each Party as well as the amount of funds, labor, or other resource to be provided by each Party.

9. Representations and Warranties. The Participating Entities hereby represents and warrants to the County and covenants as follows:

9.1 Experience. The Participating Entities are capable of the organization, operation and management of the Property and the yearly rodeo and hereby agrees to apply its best judgment to the organization, planning, operation and management of the Property and the yearly rodeo.

9.2 Authority. The Participating Entities each have full power and authority (corporate or otherwise) to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of each of the Participating Entities and no other corporate or other action on the part of any Participating Entity is necessary to authorize the execution of this Agreement.

9.3 Conflicts and Consents. The execution and delivery of this Agreement and the performance by the Participating Entities of the transactions contemplated in it will not violate any federal, state or local law, rule or regulation, or conflict with or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or constitute an event or condition that would permit termination or acceleration of the maturity of any indenture, mortgage, lease, agreement or other instrument or obligation to which any of the Participating Entities is a party or by which one of them may be bound whose termination or acceleration would materially adversely affect the ability of any of the Participating Entities to perform its obligations under this Agreement. No approval, authorization, consent or other order or action of, or filing or registration with, any person, entity or governmental authority is required for the execution and delivery of this Agreement. The parties acknowledge that they are aware of the conflict of interest provisions contained in A.R.S. § 38-511 and are further aware that this Agreement may be terminated under the conditions set forth by statute.

9.4 Litigation. There is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there any investigation by a governmental agency of any of the Participating Entities or any of their affiliates that, if adversely decided, could have a material adverse impact on any of the Participating Entities' ability to perform their obligations under this Agreement.

10. Force Majeure. As used herein, the term "Force Majeure" with respect to a delay in performance shall mean any delay that is attributable to (a) civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) any changes in any applicable laws or the interpretation thereof; or (c) any lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other cause beyond the reasonable control of the party. Any prevention, delay or stoppage in a party's performance hereunder due to Force Majeure shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage; provided, however, that during the period of any such delay or stoppage, the party whose performance hereunder is excused shall take all reasonable steps to minimize the length of such delay or stoppage.

11. Termination of Agreement. The County may terminate this agreement with ninety (90) days prior written notice.

12. Liability Insurance. The Participating Entities, at no expense to the County, shall obtain event an liability insurance policy in the amount of \$1,000,000.00. Said policy: (i) shall be subject to approval by the District III Supervisor of Apache County or his/her designee as to company, form and coverage, and primary to all other insurance the County may secure; and (ii) must protect the County from any and all claims and risks in connection with the Participating Entities or any of their respective officers, employees, agents, contractors or assigns, by virtue of this Agreement or any use and occupancy of the Property authorized by this Agreement. Additionally, the Participating Entities shall file with the County Manager and the District III Supervisor of Apache County or his/her designee, within twenty (20) days preceding June 24 of each year during the Term of this agreement, evidence of the policy required to be maintained by this Agreement.

13. Dispute Resolution. In the event of any dispute relating to the Property, the yearly rodeo, or this Agreement, the parties will first try to mediate any differences, and failure to reach a resolution will result in proceedings being heard in Apache County, Arizona. It is agreed that this Agreement shall be governed and interpreted under Arizona law.

This Agreement (including Exhibits) contains the entire agreement between the parties, and no amendments, changes, additions, or qualifications may be made or will be binding unless made in writing signed by both parties.

Signed this _____ day of _____ 2018.

Apache County

By: _____
Alton Shephard
Chairman, Board of Supervisors

Round Valley Rodeo Club Extravaganza

By: _____

President

Town of Springerville

By: _____

Mayor

Springerville-Eagar Chamber of Commerce

By: _____

President

EXHIBIT A

APACHE COUNTY ROAD YARD AND RODEO GROUNDS

Beginning at the Northeast corner of Section 11, Township 8 North, Range 29 East, Gila and Salt River Base Meridian, thence S. 89° 48' W., a distance of 959.93 feet to the East right of way line of U.S. Highway #180 & #191; thence S. 35° 38' 03" E., a distance of 1401.03 feet to an A.D.O.T. right of way marker; thence N. 54° 29' 27" E., a distance of 50.07 feet to an A.D.O.T. right of way marker; thence S. 35°10'19" E., a distance of 152.54 feet to an A.D.O.T right of way marker; thence S. 34° 25' 25" E., a distance of 24.81 feet to An A.D.O.T. right of way marker; Thence N. 0° 02' E. 1258.53 feet to the Point Of Beginning. Area being equal to 14.54 Acres.

APACHE COUNTY ROAD YARD

Beginning and the Northeast corner of Section 11, Township 8 North, Range 29 East, Gila and Salt River Base Meridian, thence S. 89° 48' W., a distance of 808.00 feet to a Fencepost; thence S. 0° 12' E., a distance of 50 feet to a fencepost; thence N. 89° 48' E., a distance of 30 feet to a fencepost; thence S. 45° 00' E., a distance of 269 .12 feet to a fencepost; thence N. 89° 48' E., a distance of 201.20 feet to a fencepost; thence S. 45° 00' E., a distance of 545.82 feet to a fencepost; thence N. 0° 02' E., a distance of 628.27 feet to the Point of Beginning. Area being equal to 5.64 Acres.

RODEO GROUNDS

Starting and the Northeast corner of Section 11, Township 8 North, Range 29 East, Gila and Salt River Base Meridian, thence S. 89° 48' W., a distance of 808.00 feet to a fencepost and the True Point of Beginning; thence S. 0° 12' E., a distance of 50 feet to a fencepost; thence N. 89° 48' E., a distance of 30 feet to a fencepost; thence S. 45° 00' E., a distance of 269 .12 feet to a fencepost; thence N. 89° 48' E., a distance of 201.20 feet to a fencepost; thence S. 45° 00' E., a distance of 545.82 feet to a fencepost; thence S. 0°02' W., a distance of 630.26 feet to An A.D.O.T right of way marker; thence N. 34° 25' 25" W., a distance of 24.81 feet to an A.D.O.T. right of way marker; thence N. 35° 10' 19" W., a distance of 152.54 feet to An A.D.O.T. right of way marker; thence S. 54° 29' 27" W. a distance of 50.07 feet to an A.D.O.T. right of way marker; thence N. 35° 38' 03" W. along the East right of way line U.S. #180 and #191 of distance of 1401.54 feet to a point on the North line of Section 11; thence N. 89° 48' E., a distance of 151.93 to a fencepost and the True Point of Beginning. Area being equal to 8.90 Acres

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District II

Date/Signature: 4/12/18

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

Discussion and possible approval of a proclamation by Apache County recognizing the importance of the case of Williams vs. Lee.

*(Backup will be provided at a later date.)

BOS Meeting Date Requested 4/17/18

PRE-AGENDA ITEM REVIEW

Legal Review: JoeYoung in person

Signature verbal

Finance Review:

Signature

Human Resources Review:

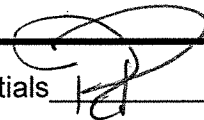
Signature

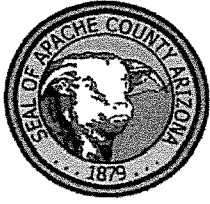
Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials





BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **DISTRICT II**

Alton Joe Shepherd

Date:

Signature:

Supervisor

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

District 2: Permission to Government Lease/Purchase equipment through Inland Kenworth and PACCAR Financial Corp. of two (2) new 2019 Kenworth T880 Tractors for belly dump and equipment hauling at a cost of \$297,460.00 for a total of \$65,838.87 per year for five (5) years.

STATUS CONTRACT # ADSP017-063233 DV

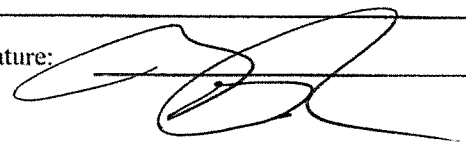
Date & Time Needed: Tuesday, April 17, 2018

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: 

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



April 13, 2018

Apache County

To Whom It May Concern:

PACCAR Financial Corp. ("PFC") is pleased to offer the following lease-purchase financing proposal to Apache County in conjunction with the leasing of equipment through Inland Kenworth - Phoenix:

Proposed Lease Financing

Lessee: Apache County

Lessor: PACCAR Financial Corp.

Transaction Type: Government Lease/Purchase

Lessee Qualification: The Lessee is a political subdivision as defined by Section 103 of the Internal Revenue Code

Equipment Description: (2) 2019 Kenworth T880

Equipment Cost Base: \$297,460.00

Delivery and Acceptance: N/A

Term Options: Five years

Rental Payments: Lessee will make **Annual** installments due in **Advance**, in an amount based upon the Equipment Cost of each item of Equipment. (1) payment of \$65,838.87 in advance and (4) payments of \$65,838.87 annual thereafter.

Rate: 60 – Months
5.34%

Rental Adjustment: Rental Payments are fixed through April. If the equipment is not delivered by this date, a new rate will be quoted on the first day of each month until delivery.

Residual: One dollar (\$1.00) at lease expiration, if Lessee obligations have been met.

Usage: Lessee shall not allow any unrelated entity to utilize the Equipment in a fashion that would jeopardize the tax-exempt status of the transaction.

Expenses: The Lease shall be a net lease

Insurance: Lessee shall be required to purchase and maintain insurance satisfactory to PFC.

Transaction Expenses: Lessee and Lessor shall each be responsible for any fees and expenses incurred by it in connection with this transaction, including, but not limited to legal counsel.

This proposal is valid until the close of business April 30, 2018. This proposal is not a commitment on the part of PFC and is subject to the formal approval of our credit department and delivery of the proposed Equipment. Upon acceptance of this proposal, formal documentation will be provided by PFC. The terms and conditions contained in the documentation will supersede this proposal.

PACCAR Financial Corp. welcomes the opportunity to provide Apache County with this proposal. If Apache County needs, require another finance structure, we would appreciate the opportunity to accommodate your request, with an updated proposal.

Sincerely,

Paul Schram
PACCAR Financial Corp.

FINANCING WITH PACCAR FINANCIAL

TAX EXEMPT LEASE FINANCING

Tax exempt leasing is rapidly becoming the most creative tool used by Municipalities to acquire essential equipment. Leasing allows immediate use of the equipment while spreading 100% of the cost over its useful life. The Municipality also enjoys ownership of the equipment at the expiration of the lease term.

Specific benefits include:

- 100% Financing
- Attractive Tax Exempt Rates
- Operating Budget Expense Item
- Nonconstitutional Debt
- No Voter Referendum Required
- Ownership Equity Tied to Average Life
- Shorter Lead Time
- Structuring Flexibility (Payments can be structured to coincide with earnings generated from equipment use).
- Specific Hedge Against Acquisition Inflation (Rental payments are based on today's prices; monthly costs are fixed).

PACCAR Financial is an industry leader in the financing of transportation equipment. Because of our expertise and focus, our Tax-Exempt Lease Financing program has been tailored to fit your current and future transportation needs. Our rates are highly competitive and we offer a superior level of service. In short, we are the "*Transportation Financing Experts!*"





April 13, 2018

Apache County

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Proposed Lease Financing

Lessee:	Apache County
Lessor:	PACCAR Financial Corp.
Transaction Type:	Government Lease/Purchase
Lessee Qualification:	The Lessee is a political subdivision as defined by Section 103 of the Internal Revenue Code
Equipment Description:	(2) 2019 Kenworth T880
Equipment Cost Base:	\$297,460.00
Delivery and Acceptance:	N/A
Term Options:	Five years
Rental Payments:	Lessee will make consecutive Monthly installments due in Advance , in an amount based upon the Equipment Cost of each item of Equipment. (1) payment of \$29,746.00 in advance and (59) payments of \$5,158.60 monthly thereafter.
Rate:	<u>60 – Months</u> 5.25%
Rental Adjustment:	Rental Payments are fixed through April. If the equipment is not delivered by this date, a new rate will be quoted on the first day of each month until delivery.
Residual:	One dollar (\$1.00) at lease expiration, if Lessee obligations have been met.
Usage:	Lessee shall not allow any unrelated entity to utilize the Equipment in a fashion that would jeopardize the tax-exempt status of the transaction.

Expenses: The Lease shall be a net lease

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8314 West Roosevelt Street, Tolleson, AZ 85353 (602) 258-7791 (602) 484-0284 fax

3-29-18

QUOTE

State Contract # ADSP014-063233

SUBMISSION BY: INLAND KENWORTH To Apache County

CONTACT: TOMMY LYONS

PHONE: 602-463-2799

EMAIL: TLYONS@INLAND-GROUP.COM

PRICING QUOTE, FOR A NEW KENWORTH T880 TRACTOR FOR BELLY DUMP AND EQUIPMENT HAULING THE FOLLOWING PRICING INCLUDES DELIVERY TO CUSTOMERS YARD WITH IN ARIZONA. FEDERAL TAX EXEMPTION FORMS MUST BE PROVIDED UPON PAYMENT. LICENSES FEES NOT INCLUDED.

Contract Base Price:		\$139,098.00
Discount on State Contract:	36%	-\$49,626.96
Subtotal on chassis only:		<u>\$89,462.04</u>
Chassis Options Spec'd:		\$92,159.45
Discount on Options:	36%	-\$32,882.49
Subtotal after Options discount:		<u>\$59,267.96</u>
Total on Chassis Price plus Options after discounts:		<u>\$148,730.00</u>
FINAL PRICE INCLUDING CHASSIS, OPTIONS AND STATE TAX:		\$148,730.00

Quote Approved by

Date