



**Joe Shirley, Jr.**  
Supervisor, District I

**Alton Joe Shepherd**  
Chairman, District II

**Nelson Davis**  
Vice Chairman, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS  
AND THE APACHE COUNTY LIBRARY DISTRICT  
April 4, 2023**

**Ganado Road Yard Conference Room  
Highway 264 Mile Marker 446.8  
Ganado, Arizona  
8:30 a.m. MST**

Invocation by Invitation.  
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY PUBLIC LIBRARY DISTRICT  
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING  
April 4, 2023**

1. Discussion and possible approval to accept two anonymous donations in the amount of \$1,500 each to the Alpine Public Library and the Round Valley Public Library, for a total of \$3,000.

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS  
April 4, 2023**

1. Mike Hauser, Apache County 4-H: Update on University of Arizona-Apache County Cooperative Extension annual report on activities and accomplishments.

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

**County Manager/Clerk of the Board:**

- \*A. Request approval of demands as distributed to the Apache County Board of Supervisors between March 7, 2023, to April 4, 2023. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- \*B. Request approval of minutes dated March 7, 2023.
- \*C. Request approval of a resolution authorizing the renewal of Apache County's membership in the Arizona Local Government Employee Benefit Trust and appointment of trustees to serve during the renewal period.
- \*D. Request approval of a resolution designating the month of April as National County Government Month and recognize this year's theme as "Counties Rise!"
- \*E. Request approval of the adoption of a proclamation and resolution declaring April as Fair Housing Month in Apache County.
- \*F. Request approval of an application and resolution to accept Gila River grant funds on behalf of the Vernon Fire District.
- \*G. Request approval to amend Section 1.7 of the Apache County Human Resources Policy Manual, to increase the relocation reimbursement allowance to \$1,000.
- \*H. Request approval to adopt the Professional Recruitment Reimbursement Policy.
- \*I. District II: Request approval to hire a Field Operations Manager (Range 52) within the salary range.

**School Superintendent's Office:**

- \*J. Request approval for the Red Mesa School District to levy for a cash deficit in accordance with A.R.S. §15-992(F)(10).

### **Community Development:**

\*K. Request approval of a conditional use permit allowing TowerCom Verizon to construct a Wireless Communication facility and install a 100' MonoPine tower with an associated ground 50' x 50' equipment compound. The proposed tower will be disguised as a pine tree and designed to support additional commercial wireless tenants, and public safety entities. Property is located at 42572 S. US 180 in Alpine, AZ 85920 - A.P.N. 101-10-003. The Planning & Zoning Commission unanimously recommended approval on March 2, 2023.

### **County Attorney's Office:**

- \*L. Request approval to adopt a Professional Intern Housing Reimbursement Policy.
3. Superior Court: Request approval of the Memorandum of Understanding between the U.S. District Court of Arizona and Apache County – North Star Justice Court (Chinle Courtroom). The agreement is effective March 1, 2023 to February 29, 2024.
  4. St. Johns Constable: Discussion and possible approval to accept a grant in the amount of \$6,593 from the Constable Ethics, Standards and Training Board for the purpose of purchasing updated body armor for all three constables in each justice court precinct. There are no matching funds required or additional cost to the County.
  5. Sheriff's Office/Dispatch: Discussion and possible approval to recognize the employees of the Apache County Sheriff's Office Dispatch Center and proclaim April 9<sup>th</sup>-15<sup>th</sup>, 2023, National Public Safety Telecommunications Week.
  6. Sheriff's Office: Discussion and possible approval to enter into an Intergovernmental Agreement with the Arizona Internet Crimes Against Children Task Force to provide funding on a reimbursable basis in the development of an effective response to cases involving images depicting the sexual exploitation of a minor, and sexual assault of children facilitated by technology.
  7. Engineering Department: Discussion and possible approval to renew the yearly culvert agreement.
  8. Engineering Department: Discussion and possible approval to amend the Intergovernmental Agreement between Arizona Department of Transportation and Apache County. This agreement will permit Apache County to receive Emergency Relief (ER) funds for repairs to County Route 3140 following the northern monsoon event of July 2021. Matching funds of \$1,482 is required.

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

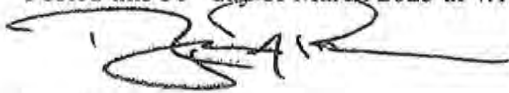
- The Eastern Arizona Counties Organization meeting on April 19, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on April 19, 2023, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on April 20, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

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

11. Work session to discuss the Fiscal Year 2023-2024 Budget and a presentation by the Navajo Nation Department of Transportation.

*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 this 30<sup>th</sup> day of March 2023 at 4:15 p.m. by BTB.



Ryan N. Patterson  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, Keirsten Nielsen

Date/Signature: 3/27/2023 Keirsten Nielsen

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 accept two anonymous donations in the amount of \$1,500 (one thousand five hundred) each to Alpine Public Library and Round Valley Public Library, for a total of \$3000 (three thousand).

BOS Meeting Date Requested: April 4, 2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

*OK RKH*

Finance Review:

Signature

*J. White*

Human Resources Review:

Signature

Other Review:

Signature

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

Pros and cons in regards to the receiving of gifts and donations.

These pros and cons apply to the three following board items.

Agenda items as written:

**Discussion and possible approval to accept two anonymous donations in the amount of \$1,500 (one thousand five hundred) each to Alpine Public Library and Round Valley Public Library, for a total of \$3000 (three thousand).**

Pros

- Increased revenue added to Alpine Library and Round Valley Library budget

Cons

- To refuse the gift of funds could cause offense to the donor

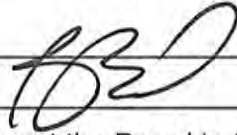
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

(date/time) stamp

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

Mike Hauser 4-H

Date/Signature: \_\_\_\_\_



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

4-H presentation

BOS Meeting Date Requested 3/22/23

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance Department

Date/Signature:

*Sh. Adams* 3/28/23

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

Request approval of demands as distributed to the Apache County Board of Supervisors between March 7, 2023, to April 4, 2023. Demands are payments, made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested \_\_\_\_\_

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature *J. G. White*

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113397	02/28/23	Accounts Payable	4IMPRINT	2,776.48
NBAZ - Warrant Clearing Account	Check	1113398	02/28/23	Accounts Payable	ALLEGRA	3,025.94
NBAZ - Warrant Clearing Account	Check	1113399	02/28/23	Accounts Payable	ALSCO INC	566.46
NBAZ - Warrant Clearing Account	Check	1113400	02/28/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	9,249.39
NBAZ - Warrant Clearing Account	Check	1113401	02/28/23	Accounts Payable	AMAZON COM INC (Library)	45.30
NBAZ - Warrant Clearing Account	Check	1113402	02/28/23	Accounts Payable	TAMARA WILHELM APPLGATE	9.00
NBAZ - Warrant Clearing Account	Check	1113403	02/28/23	Accounts Payable	ASHTONS REPAIR INC	435.50
NBAZ - Warrant Clearing Account	Check	1113404	02/28/23	Accounts Payable	AZ ASSN OF COUNTIES	85.00
NBAZ - Warrant Clearing Account	Check	1113405	02/28/23	Accounts Payable	AZ COURTS ASSN	60.00
NBAZ - Warrant Clearing Account	Check	1113406	02/28/23	Accounts Payable	AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	75.00
NBAZ - Warrant Clearing Account	Check	1113407	02/28/23	Accounts Payable	BASHAS' CORPORATE OFFICE	415.07
NBAZ - Warrant Clearing Account	Check	1113408	02/28/23	Accounts Payable	BAUMAN HOME AND AUTO INC	1,198.90
NBAZ - Warrant Clearing Account	Check	1113409	02/28/23	Accounts Payable	MARLEITA BEGAY	1,523.54
NBAZ - Warrant Clearing Account	Check	1113410	02/28/23	Accounts Payable	BLUE LINE TOWING	300.00
NBAZ - Warrant Clearing Account	Check	1113411	02/28/23	Accounts Payable	BOOT BARN	200.00
NBAZ - Warrant Clearing Account	Check	1113412	02/28/23	Accounts Payable	GLORIA BOWMAN	635.32
NBAZ - Warrant Clearing Account	Check	1113413	02/28/23	Accounts Payable	BRAD HALL & ASSOCIATES INC	23,054.92
NBAZ - Warrant Clearing Account	Check	1113414	02/28/23	Accounts Payable	LARISSA A CAMPBELL	41.62
NBAZ - Warrant Clearing Account	Check	1113415	02/28/23	Accounts Payable	CELLULAR ONE NE AZ	591.87
NBAZ - Warrant Clearing Account	Check	1113416	02/28/23	Accounts Payable	John Lucas COMMUNITY BROADBAND ADVOCATES LLC	22,846.83
NBAZ - Warrant Clearing Account	Check	1113417	02/28/23	Accounts Payable	CONNELLY CARE LLC	198.02
NBAZ - Warrant Clearing Account	Check	1113418	02/28/23	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	2,744.96
NBAZ - Warrant Clearing Account	Check	1113419	02/28/23	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	132.00
NBAZ - Warrant Clearing Account	Check	1113420	02/28/23	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	523.65
NBAZ - Warrant Clearing Account	Check	1113421	02/28/23	Accounts Payable	HEATHER CURTIS	275.00
NBAZ - Warrant Clearing Account	Check	1113422	02/28/23	Accounts Payable	ROGER STUART CURTIS	598.71
NBAZ - Warrant Clearing Account	Check	1113423	02/28/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	322.71
NBAZ - Warrant Clearing Account	Check	1113424	02/28/23	Accounts Payable	JOSEPH DEDMAN JR	386.00
NBAZ - Warrant Clearing Account	Check	1113425	02/28/23	Accounts Payable	EMPIRE MACHINERY	3,850.92
NBAZ - Warrant Clearing Account	Check	1113426	02/28/23	Accounts Payable	EPIC MOTORSPORTS CORP	338.89
NBAZ - Warrant Clearing Account	Check	1113427	02/28/23	Accounts Payable	FLEET PRIDE	4,216.97
NBAZ - Warrant Clearing Account	Check	1113428	02/28/23	Accounts Payable	FRONTIER	808.52
NBAZ - Warrant Clearing Account	Check	1113429	02/28/23	Accounts Payable	FRONTIER	808.52
NBAZ - Warrant Clearing Account	Check	1113430	02/28/23	Accounts Payable	FRONTIER	144.10
NBAZ - Warrant Clearing Account	Check	1113431	02/28/23	Accounts Payable	FRONTIER	193.76
NBAZ - Warrant Clearing Account	Check	1113432	02/28/23	Accounts Payable	FRONTIER	193.76
NBAZ - Warrant Clearing Account	Check	1113433	02/28/23	Accounts Payable	FRONTIER	157.53
NBAZ - Warrant Clearing Account	Check	1113434	02/28/23	Accounts Payable	FRONTIER	202.17

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113435	02/28/23	Accounts Payable	FRONTIER	242.50
NBAZ - Warrant Clearing Account	Check	1113436	02/28/23	Accounts Payable	FRONTIER	244.29
NBAZ - Warrant Clearing Account	Check	1113437	02/28/23	Accounts Payable	FRONTIER	230.44
NBAZ - Warrant Clearing Account	Check	1113438	02/28/23	Accounts Payable	FRONTIER	210.53
NBAZ - Warrant Clearing Account	Check	1113439	02/28/23	Accounts Payable	FRONTIER	208.00
NBAZ - Warrant Clearing Account	Check	1113440	02/28/23	Accounts Payable	FRONTIER	732.46
NBAZ - Warrant Clearing Account	Check	1113441	02/28/23	Accounts Payable	FRONTIER	93.67
NBAZ - Warrant Clearing Account	Check	1113442	02/28/23	Accounts Payable	FRONTIER	121.03
NBAZ - Warrant Clearing Account	Check	1113443	02/28/23	Accounts Payable	FRONTIER	421.09
NBAZ - Warrant Clearing Account	Check	1113444	02/28/23	Accounts Payable	FRONTIER	167.12
NBAZ - Warrant Clearing Account	Check	1113445	02/28/23	Accounts Payable	FRONTIER	125.33
NBAZ - Warrant Clearing Account	Check	1113446	02/28/23	Accounts Payable	FRONTIER	1,351.42
NBAZ - Warrant Clearing Account	Check	1113447	02/28/23	Accounts Payable	FUTURE TIRE	163.76
NBAZ - Warrant Clearing Account	Check	1113448	02/28/23	Accounts Payable	GALL'S INC	993.31
NBAZ - Warrant Clearing Account	Check	1113449	02/28/23	Accounts Payable	GALLUP WATER WORKS	47.00
NBAZ - Warrant Clearing Account	Check	1113450	02/28/23	Accounts Payable	BARBARA J GOMEZ	55.00
NBAZ - Warrant Clearing Account	Check	1113451	02/28/23	Accounts Payable	HARRIS, REBEKAH	502.98
NBAZ - Warrant Clearing Account	Check	1113452	02/28/23	Accounts Payable	HD DIESEL LLC	6,875.00
NBAZ - Warrant Clearing Account	Check	1113453	02/28/23	Accounts Payable	HILL AZ GROCERY STORE	167.91
NBAZ - Warrant Clearing Account	Check	1113454	02/28/23	Accounts Payable	HILLYARD/FLAGSTAFF	783.34
NBAZ - Warrant Clearing Account	Check	1113455	02/28/23	Accounts Payable	DALLAS TYLER HOLLAND	564.09
NBAZ - Warrant Clearing Account	Check	1113456	02/28/23	Accounts Payable	HOME DEPOT	583.19
NBAZ - Warrant Clearing Account	Check	1113457	02/28/23	Accounts Payable	INGRAM LIBRARY SERVICES	260.63
NBAZ - Warrant Clearing Account	Check	1113458	02/28/23	Accounts Payable	JEFFREY M REAGAN MD PLLC	37.85
NBAZ - Warrant Clearing Account	Check	1113459	02/28/23	Accounts Payable	TERESA ANN JOHN	85.00
NBAZ - Warrant Clearing Account	Check	1113460	02/28/23	Accounts Payable	DENNISE L JONES	44.55
NBAZ - Warrant Clearing Account	Check	1113461	02/28/23	Accounts Payable	JURY SYSTEMS INCORPORATED	1,500.00
NBAZ - Warrant Clearing Account	Check	1113462	02/28/23	Accounts Payable	LABORATORY CORP OF AMERICA	412.65
NBAZ - Warrant Clearing Account	Check	1113463	02/28/23	Accounts Payable	PRINCE M LAUNIVAO	126.00
NBAZ - Warrant Clearing Account	Check	1113464	02/28/23	Accounts Payable	TRAVIS LINCOLN	120.00
NBAZ - Warrant Clearing Account	Check	1113465	02/28/23	Accounts Payable	LINGO	166.90
NBAZ - Warrant Clearing Account	Check	1113466	02/28/23	Accounts Payable	LOWES #24	436.58
NBAZ - Warrant Clearing Account	Check	1113467	02/28/23	Accounts Payable	MICHAEL E MADRID	81.00
NBAZ - Warrant Clearing Account	Check	1113468	02/28/23	Accounts Payable	MARDIAN CONCRETE PUMPING CO	1,544.40
NBAZ - Warrant Clearing Account	Check	1113469	02/28/23	Accounts Payable	MUTUALINK INC	250,000.00
NBAZ - Warrant Clearing Account	Check	1113470	02/28/23	Accounts Payable	NAPA	229.10
NBAZ - Warrant Clearing Account	Check	1113471	02/28/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	7,800.61
NBAZ - Warrant Clearing Account	Check	1113472	02/28/23	Accounts Payable	NAVAJO WESTERNERS	487.05

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113473	02/28/23	Accounts Payable	NORTHLAND PIONEER COLLEGE	7,507.36
NBAZ - Warrant Clearing Account	Check	1113474	02/28/23	Accounts Payable	OFFICE DEPOT	484.09
NBAZ - Warrant Clearing Account	Check	1113475	02/28/23	Accounts Payable	OVERDRIVE INC	424.53
NBAZ - Warrant Clearing Account	Check	1113476	02/28/23	Accounts Payable	PCLIQUIDATIONS.COM	1,318.58
NBAZ - Warrant Clearing Account	Check	1113477	02/28/23	Accounts Payable	DOUGLAS LANCE PEARCE	980.05
NBAZ - Warrant Clearing Account	Check	1113478	02/28/23	Accounts Payable	PREMIUM PROPANE LLC	4,683.32
NBAZ - Warrant Clearing Account	Check	1113479	02/28/23	Accounts Payable	QUILL CORP	1,951.49
NBAZ - Warrant Clearing Account	Check	1113480	02/28/23	Accounts Payable	RHINEHART OIL CO	10,752.70
NBAZ - Warrant Clearing Account	Check	1113481	02/28/23	Accounts Payable	KODY RICHARDSON	375.28
NBAZ - Warrant Clearing Account	Check	1113482	02/28/23	Accounts Payable	CELESTE ROBERTSON	233.75
NBAZ - Warrant Clearing Account	Check	1113483	02/28/23	Accounts Payable	ROUND VALLEY UNIFIED SCHOOLS	298.00
NBAZ - Warrant Clearing Account	Check	1113484	02/28/23	Accounts Payable	SAFARILAND LLC/DEFENSE TECHNOLOGY LLC	115.07
NBAZ - Warrant Clearing Account	Check	1113485	02/28/23	Accounts Payable	SAFELITE AUTO GLASS	1,557.48
NBAZ - Warrant Clearing Account	Check	1113486	02/28/23	Accounts Payable	SAFETY KLEEN	353.94
NBAZ - Warrant Clearing Account	Check	1113487	02/28/23	Accounts Payable	JOHN SCRUGGS	71.00
NBAZ - Warrant Clearing Account	Check	1113488	02/28/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,809.98
NBAZ - Warrant Clearing Account	Check	1113489	02/28/23	Accounts Payable	ALTON JOE SHEPHERD	514.52
NBAZ - Warrant Clearing Account	Check	1113490	02/28/23	Accounts Payable	RANDY SHERLOCK	566.52
NBAZ - Warrant Clearing Account	Check	1113491	02/28/23	Accounts Payable	SHI INTERNATIONAL CORP	2,086.99
NBAZ - Warrant Clearing Account	Check	1113492	02/28/23	Accounts Payable	SITECH SOUTHWEST LLC	20,988.54
NBAZ - Warrant Clearing Account	Check	1113493	02/28/23	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	2,957.33
NBAZ - Warrant Clearing Account	Check	1113494	02/28/23	Accounts Payable	DANIEL SOTO	219.22
NBAZ - Warrant Clearing Account	Check	1113495	02/28/23	Accounts Payable	SPEEDY SALES AND SERVICE	132.50
NBAZ - Warrant Clearing Account	Check	1113496	02/28/23	Accounts Payable	ST JOHNS EMERGENCY SERVICES	7,587.15
NBAZ - Warrant Clearing Account	Check	1113497	02/28/23	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	277.75
NBAZ - Warrant Clearing Account	Check	1113498	02/28/23	Accounts Payable	THE POUR STATION	164.81
NBAZ - Warrant Clearing Account	Check	1113499	02/28/23	Accounts Payable	JARROD ARVISO TOADECHEENIE	12.00
NBAZ - Warrant Clearing Account	Check	1113500	02/28/23	Accounts Payable	JARROD ARVISO TOADECHEENIE	566.52
NBAZ - Warrant Clearing Account	Check	1113501	02/28/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	627.52
NBAZ - Warrant Clearing Account	Check	1113502	02/28/23	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	552.03
NBAZ - Warrant Clearing Account	Check	1113503	02/28/23	Accounts Payable	BRYAN TSOSIE	85.00
NBAZ - Warrant Clearing Account	Check	1113504	02/28/23	Accounts Payable	CRAIG TSOSIE	1,126.70
NBAZ - Warrant Clearing Account	Check	1113505	02/28/23	Accounts Payable	REDACTED	2,511.15
NBAZ - Warrant Clearing Account	Check	1113506	02/28/23	Accounts Payable	VALLEY AUTO PARTS	57.08
NBAZ - Warrant Clearing Account	Check	1113507	02/28/23	Accounts Payable	VERIZON WIRELESS	2,369.45
NBAZ - Warrant Clearing Account	Check	1113508	02/28/23	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	40.26
NBAZ - Warrant Clearing Account	Check	1113509	02/28/23	Accounts Payable	WAGNER EQUIPMENT CO	2,547.40
NBAZ - Warrant Clearing Account	Check	1113510	02/28/23	Accounts Payable	WASTE MANAGEMENT OF AZ	147.49

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113511	02/28/23	Accounts Payable	ALICE JO WEBB	28.97
NBAZ - Warrant Clearing Account	Check	1113512	02/28/23	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	537.15
NBAZ - Warrant Clearing Account	Check	1113513	02/28/23	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	44.38
NBAZ - Warrant Clearing Account	Check	1113514	02/28/23	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	5,418.41
NBAZ - Warrant Clearing Account	Check	1113515	02/28/23	Accounts Payable	JOYCLYNN WHITING	240.70
NBAZ - Warrant Clearing Account	Check	1113516	02/28/23	Accounts Payable	MICHAEL B WHITING	251.83
NBAZ - Warrant Clearing Account	Check	1113517	02/28/23	Accounts Payable	WILLIAM WADE WILTBANK	483.95
NBAZ - Warrant Clearing Account	Check	1113518	02/28/23	Accounts Payable	ANTONIA WOOD	212.75
NBAZ - Warrant Clearing Account	Check	1113519	02/28/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	54.42
NBAZ - Warrant Clearing Account	Check	1113520	02/28/23	Accounts Payable	JAY YELLOWHORSE	2,486.47
NBAZ - Warrant Clearing Account	Check	1113543	02/28/23	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	312.08
NBAZ - Warrant Clearing Account	Check	1113544	02/28/23	Accounts Payable	APACHE COUNTY FSA	679.73
NBAZ - Warrant Clearing Account	Check	1113545	02/28/23	Accounts Payable	APACHE COUNTY HSA	4,459.39
NBAZ - Warrant Clearing Account	Check	1113546	02/28/23	Accounts Payable	APACHE COUNTY MEDICAL	174,567.07
NBAZ - Warrant Clearing Account	Check	1113547	02/28/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	168,364.06
NBAZ - Warrant Clearing Account	Check	1113548	02/28/23	Accounts Payable	APACHE COUNTY TREASURER	35.00
NBAZ - Warrant Clearing Account	Check	1113549	02/28/23	Accounts Payable	ASRS LEGACY EORP	10,075.98
NBAZ - Warrant Clearing Account	Check	1113550	02/28/23	Accounts Payable	AZ STATE RETIREMENT SYSTEM	133,488.10
NBAZ - Warrant Clearing Account	Check	1113551	02/28/23	Accounts Payable	CINCINNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1113552	02/28/23	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,088.67
NBAZ - Warrant Clearing Account	Check	1113553	02/28/23	Accounts Payable	CORP AOC DISABILITY	30.98
NBAZ - Warrant Clearing Account	Check	1113554	02/28/23	Accounts Payable	CORP DISABILITY	124.52
NBAZ - Warrant Clearing Account	Check	1113555	02/28/23	Accounts Payable	CORRECTIONS OFFICER RET PLAN	12,040.67
NBAZ - Warrant Clearing Account	Check	1113556	02/28/23	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,683.33
NBAZ - Warrant Clearing Account	Check	1113557	02/28/23	Accounts Payable	EODCRS DISABILITY	14.22
NBAZ - Warrant Clearing Account	Check	1113558	02/28/23	Accounts Payable	EORP LEGACY	2,777.35
NBAZ - Warrant Clearing Account	Check	1113559	02/28/23	Accounts Payable	GURSTEL LAW FIRM PC	182.36
NBAZ - Warrant Clearing Account	Check	1113560	02/28/23	Accounts Payable	NATIONWIDE	3,387.98
NBAZ - Warrant Clearing Account	Check	1113561	02/28/23	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	603.59
NBAZ - Warrant Clearing Account	Check	1113562	02/28/23	Accounts Payable	NATIONWIDE TRUST FSB	2,892.57
NBAZ - Warrant Clearing Account	Check	1113563	02/28/23	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00
NBAZ - Warrant Clearing Account	Check	1113564	02/28/23	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,035.08
NBAZ - Warrant Clearing Account	Check	1113565	02/28/23	Accounts Payable	PUBLIC SAFETY SHERIFF RET	11,603.56
NBAZ - Warrant Clearing Account	Check	1113566	02/28/23	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1113567	02/28/23	Accounts Payable	SECURITY BENEFIT GROUP	340.00
NBAZ - Warrant Clearing Account	Check	1113568	02/28/23	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,312.82
NBAZ - Warrant Clearing Account	Check	1113569	03/02/23	Accounts Payable	GENEVA L JACKSON	470.51
NBAZ - Warrant Clearing Account	Check	1113570	03/02/23	Accounts Payable	PITNEY BOWES	3,071.61

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113571	03/02/23	Accounts Payable	RUSH TRUCK CENTER	112.69
NBAZ - Warrant Clearing Account	Check	1113572	03/07/23	Accounts Payable	RYAN N PATTERSON	481.77
NBAZ - Warrant Clearing Account	Check	1113573	03/07/23	Accounts Payable	ALTON JOE SHEPHERD	643.72
NBAZ - Warrant Clearing Account	Check	1113574	03/07/23	Accounts Payable	A TOW TO THE RESCUE & RECOVERY	1,006.30
NBAZ - Warrant Clearing Account	Check	1113575	03/07/23	Accounts Payable	4IMPRINT	495.18
NBAZ - Warrant Clearing Account	Check	1113576	03/07/23	Accounts Payable	ADVANCED AIR SYSTEMS LLC	9,916.00
NBAZ - Warrant Clearing Account	Check	1113577	03/07/23	Accounts Payable	ALLEGRA	2,646.93
NBAZ - Warrant Clearing Account	Check	1113578	03/07/23	Accounts Payable	ALPINE WATER AND SANITARY	89.75
NBAZ - Warrant Clearing Account	Check	1113579	03/07/23	Accounts Payable	ALSCO INC	566.46
NBAZ - Warrant Clearing Account	Check	1113580	03/07/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	7,081.73
NBAZ - Warrant Clearing Account	Check	1113581	03/07/23	Accounts Payable	AMERICAN JAIL ASSOCIATION	895.00
NBAZ - Warrant Clearing Account	Check	1113582	03/07/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	4,720.36
NBAZ - Warrant Clearing Account	Check	1113583	03/07/23	Accounts Payable	APACHE COUNTY	259.61
NBAZ - Warrant Clearing Account	Check	1113584	03/07/23	Accounts Payable	ARIZONA COALITION FOR VICTIM SERVICES	75.00
NBAZ - Warrant Clearing Account	Check	1113585	03/07/23	Accounts Payable	ARIZONA SHERIFF'S ASSOCIATION	2,500.00
NBAZ - Warrant Clearing Account	Check	1113586	03/07/23	Accounts Payable	AZ COUNTIES INSURANCE POOL	8,218.88
NBAZ - Warrant Clearing Account	Check	1113587	03/07/23	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	3,105.00
NBAZ - Warrant Clearing Account	Check	1113588	03/07/23	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,617.57
NBAZ - Warrant Clearing Account	Check	1113589	03/07/23	Accounts Payable	AZLGEBT	357,504.80
NBAZ - Warrant Clearing Account	Check	1113590	03/07/23	Accounts Payable	B&R TRUCKING	7,752.14
NBAZ - Warrant Clearing Account	Check	1113591	03/07/23	Accounts Payable	BAUMAN HOME AND AUTO INC	2,155.03
NBAZ - Warrant Clearing Account	Check	1113592	03/07/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	521.09
NBAZ - Warrant Clearing Account	Check	1113593	03/07/23	Accounts Payable	BOB BARKER COMPANY INC	822.93
NBAZ - Warrant Clearing Account	Check	1113594	03/07/23	Accounts Payable	BRAD HALL & ASSOCIATES INC	26,800.00
NBAZ - Warrant Clearing Account	Check	1113595	03/07/23	Accounts Payable	MICHAEL T BRAGIEL	61.18
NBAZ - Warrant Clearing Account	Check	1113596	03/07/23	Accounts Payable	BURNHAM MORTUARY	355.50
NBAZ - Warrant Clearing Account	Check	1113597	03/07/23	Accounts Payable	BURNHAM MORTUARY	600.00
NBAZ - Warrant Clearing Account	Check	1113598	03/07/23	Accounts Payable	CDW GOVERNMENT LLC	250.65
NBAZ - Warrant Clearing Account	Check	1113599	03/07/23	Accounts Payable	CEDAR GROVE WATER CO	83.30
NBAZ - Warrant Clearing Account	Check	1113600	03/07/23	Accounts Payable	CELLULAR ONE NE AZ	390.52
NBAZ - Warrant Clearing Account	Check	1113601	03/07/23	Accounts Payable	CENTRAL ARIZONA SUPPLY	3,509.86
NBAZ - Warrant Clearing Account	Check	1113602	03/07/23	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	394.02
NBAZ - Warrant Clearing Account	Check	1113603	03/07/23	Accounts Payable	CORDANT HEALTH SOLUTIONS	1,004.87
NBAZ - Warrant Clearing Account	Check	1113604	03/07/23	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	4,023.75
NBAZ - Warrant Clearing Account	Check	1113605	03/07/23	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	10,258.75
NBAZ - Warrant Clearing Account	Check	1113606	03/07/23	Accounts Payable	DAVIS TRUE VALUE HARDWARE	34.17
NBAZ - Warrant Clearing Account	Check	1113607	03/07/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	214.25
NBAZ - Warrant Clearing Account	Check	1113608	03/07/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	244.07

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113609	03/07/23	Accounts Payable	DITTVS PIZZA AND PIE	82.34
NBAZ - Warrant Clearing Account	Check	1113610	03/07/23	Accounts Payable	EM HALE LAW	728.00
NBAZ - Warrant Clearing Account	Check	1113611	03/07/23	Accounts Payable	EMPIRE MACHINERY	293.31
NBAZ - Warrant Clearing Account	Check	1113612	03/07/23	Accounts Payable	EXCEL HOSE LLC	265.91
NBAZ - Warrant Clearing Account	Check	1113613	03/07/23	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	181.16
NBAZ - Warrant Clearing Account	Check	1113614	03/07/23	Accounts Payable	ROBERT L FITE	76.64
NBAZ - Warrant Clearing Account	Check	1113615	03/07/23	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	917.48
NBAZ - Warrant Clearing Account	Check	1113616	03/07/23	Accounts Payable	FRONTIER	4,318.57
NBAZ - Warrant Clearing Account	Check	1113617	03/07/23	Accounts Payable	FUTURE TIRE	529.97
NBAZ - Warrant Clearing Account	Check	1113618	03/07/23	Accounts Payable	GALL'S INC	166.42
NBAZ - Warrant Clearing Account	Check	1113619	03/07/23	Accounts Payable	GILA BROADBAND	540.00
NBAZ - Warrant Clearing Account	Check	1113620	03/07/23	Accounts Payable	GOLIGHTLY TIRE	608.08
NBAZ - Warrant Clearing Account	Check	1113621	03/07/23	Accounts Payable	DARYL GREER	783.54
NBAZ - Warrant Clearing Account	Check	1113622	03/07/23	Accounts Payable	RICHARD C GUINN	51.11
NBAZ - Warrant Clearing Account	Check	1113623	03/07/23	Accounts Payable	HEALTHQUITY INC	157.50
NBAZ - Warrant Clearing Account	Check	1113624	03/07/23	Accounts Payable	ROSCOE GEORGE HERRERA	28.00
NBAZ - Warrant Clearing Account	Check	1113625	03/07/23	Accounts Payable	HIGH COUNTRY PROPANE	1,990.35
NBAZ - Warrant Clearing Account	Check	1113626	03/07/23	Accounts Payable	HILL AZ GROCERY STORE	328.06
NBAZ - Warrant Clearing Account	Check	1113627	03/07/23	Accounts Payable	HILLYARD/FLAGSTAFF	123.10
NBAZ - Warrant Clearing Account	Check	1113628	03/07/23	Accounts Payable	HOME DEPOT	463.18
NBAZ - Warrant Clearing Account	Check	1113629	03/07/23	Accounts Payable	INGRAM LIBRARY SERVICES	4,734.63
NBAZ - Warrant Clearing Account	Check	1113630	03/07/23	Accounts Payable	INTERNATIONAL ASSOC OF CHIEFS OF POLICE INC	240.00
NBAZ - Warrant Clearing Account	Check	1113631	03/07/23	Accounts Payable	TYRON JENSEN	1,065.22
NBAZ - Warrant Clearing Account	Check	1113632	03/07/23	Accounts Payable	KB WELDING INC	8,937.88
NBAZ - Warrant Clearing Account	Check	1113633	03/07/23	Accounts Payable	LABORATORY CORP OF AMERICA	289.54
NBAZ - Warrant Clearing Account	Check	1113634	03/07/23	Accounts Payable	LIVCO WATER & SEWER COMPANY	26.59
NBAZ - Warrant Clearing Account	Check	1113635	03/07/23	Accounts Payable	LOWES COMPANIES INC	504.59
NBAZ - Warrant Clearing Account	Check	1113636	03/07/23	Accounts Payable	MARLIN LEASING CORPORATION	557.62
NBAZ - Warrant Clearing Account	Check	1113637	03/07/23	Accounts Payable	RANDY MATTICE	557.90
NBAZ - Warrant Clearing Account	Check	1113638	03/07/23	Accounts Payable	MCCOOK BOILER AND PUMP COMPANY	1,219.22
NBAZ - Warrant Clearing Account	Check	1113639	03/07/23	Accounts Payable	MEAD PUBLISHING	350.00
NBAZ - Warrant Clearing Account	Check	1113640	03/07/23	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	341.00
NBAZ - Warrant Clearing Account	Check	1113641	03/07/23	Accounts Payable	NAPA	1,721.37
NBAZ - Warrant Clearing Account	Check	1113642	03/07/23	Accounts Payable	NATIONAL DISTRICT ATTORNEYS ASSOC (NDA)	795.00
NBAZ - Warrant Clearing Account	Check	1113643	03/07/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	976.35
NBAZ - Warrant Clearing Account	Check	1113644	03/07/23	Accounts Payable	NAVAJO WESTERNERS	204.29
NBAZ - Warrant Clearing Account	Check	1113645	03/07/23	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	2,550.88
NBAZ - Warrant Clearing Account	Check	1113646	03/07/23	Accounts Payable	NILES RADIO	185.45

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113647	03/07/23	Accounts Payable	NTUA WIRELESS, LLC	5,220.02
NBAZ - Warrant Clearing Account	Check	1113648	03/07/23	Accounts Payable	O'REILLY AUTO PARTS	238.79
NBAZ - Warrant Clearing Account	Check	1113649	03/07/23	Accounts Payable	OFFICE DEPOT	63.22
NBAZ - Warrant Clearing Account	Check	1113650	03/07/23	Accounts Payable	MONICA G ORONA	94.00
NBAZ - Warrant Clearing Account	Check	1113651	03/07/23	Accounts Payable	OVERDRIVE INC	1,527.18
NBAZ - Warrant Clearing Account	Check	1113652	03/07/23	Accounts Payable	PERFECT PRINTZ LLC	3,138.73
NBAZ - Warrant Clearing Account	Check	1113653	03/07/23	Accounts Payable	PRECISION DYNAMICS CORP	624.18
NBAZ - Warrant Clearing Account	Check	1113654	03/07/23	Accounts Payable	QUALITY CARQUEST	1,057.22
NBAZ - Warrant Clearing Account	Check	1113655	03/07/23	Accounts Payable	QUILL CORP	1,972.43
NBAZ - Warrant Clearing Account	Check	1113656	03/07/23	Accounts Payable	RAELENE RABAN	117.92
NBAZ - Warrant Clearing Account	Check	1113657	03/07/23	Accounts Payable	RDO EQUIPMENT CO	556.89
NBAZ - Warrant Clearing Account	Check	1113658	03/07/23	Accounts Payable	RELIABLE BACKGROUND SCREENING	262.40
NBAZ - Warrant Clearing Account	Check	1113659	03/07/23	Accounts Payable	RHINEHART OIL CO	14,623.63
NBAZ - Warrant Clearing Account	Check	1113660	03/07/23	Accounts Payable	KODY RICHARDSON	1,019.42
NBAZ - Warrant Clearing Account	Check	1113661	03/07/23	Accounts Payable	CELESTE ROBERTSON	795.00
NBAZ - Warrant Clearing Account	Check	1113662	03/07/23	Accounts Payable	SCOTT J ROGERS	218.75
NBAZ - Warrant Clearing Account	Check	1113663	03/07/23	Accounts Payable	LAURA J SALAZAR	94.00
NBAZ - Warrant Clearing Account	Check	1113664	03/07/23	Accounts Payable	SALT RIVER PROJECT - SRP - MARS	1,091.00
NBAZ - Warrant Clearing Account	Check	1113665	03/07/23	Accounts Payable	THOMAS HENRY SCRUGGS	71.00
NBAZ - Warrant Clearing Account	Check	1113666	03/07/23	Accounts Payable	SECURUS TECHNOLOGIES INC	3,309.92
NBAZ - Warrant Clearing Account	Check	1113667	03/07/23	Accounts Payable	SHI INTERNATIONAL CORP	3,750.64
NBAZ - Warrant Clearing Account	Check	1113668	03/07/23	Accounts Payable	JOE SHIRLEY JR	65.76
NBAZ - Warrant Clearing Account	Check	1113669	03/07/23	Accounts Payable	SIERRA PROPANE	135.62
NBAZ - Warrant Clearing Account	Check	1113670	03/07/23	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	575.60
NBAZ - Warrant Clearing Account	Check	1113671	03/07/23	Accounts Payable	SPARKLETTS WATER	47.93
NBAZ - Warrant Clearing Account	Check	1113672	03/07/23	Accounts Payable	ST JOHNS CITY	801.57
NBAZ - Warrant Clearing Account	Check	1113673	03/07/23	Accounts Payable	SUMMIT FUNERAL HOME	350.00
NBAZ - Warrant Clearing Account	Check	1113674	03/07/23	Accounts Payable	SUNSTATE TECHNOLOGY GROUP	307.95
NBAZ - Warrant Clearing Account	Check	1113675	03/07/23	Accounts Payable	SYMBOL ARTS	172.74
NBAZ - Warrant Clearing Account	Check	1113676	03/07/23	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	248.48
NBAZ - Warrant Clearing Account	Check	1113677	03/07/23	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
NBAZ - Warrant Clearing Account	Check	1113678	03/07/23	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	1,917.62
NBAZ - Warrant Clearing Account	Check	1113679	03/07/23	Accounts Payable	THE POUR STATION	69.37
NBAZ - Warrant Clearing Account	Check	1113680	03/07/23	Accounts Payable	THOMSON REUTERS WEST	733.15
NBAZ - Warrant Clearing Account	Check	1113681	03/07/23	Accounts Payable	TOP NOTCH HEATING & COOLING LLC	125.00
NBAZ - Warrant Clearing Account	Check	1113682	03/07/23	Accounts Payable	TOWN OF EAGAR	120.24
NBAZ - Warrant Clearing Account	Check	1113683	03/07/23	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
NBAZ - Warrant Clearing Account	Check	1113684	03/07/23	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	498.38

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113685	03/07/23	Accounts Payable	TUMBLEWEED PRESS INC	3,000.00
NBAZ - Warrant Clearing Account	Check	1113686	03/07/23	Accounts Payable	TYLER TECHNOLOGIES INC	4,338.18
NBAZ - Warrant Clearing Account	Check	1113687	03/07/23	Accounts Payable	UNIFIRST CORPORATION	195.24
NBAZ - Warrant Clearing Account	Check	1113688	03/07/23	Accounts Payable	UNITED INFORMATION SERVICES	16,513.22
NBAZ - Warrant Clearing Account	Check	1113689	03/07/23	Accounts Payable	US POSTMASTER	698.56
NBAZ - Warrant Clearing Account	Check	1113690	03/07/23	Accounts Payable	VALLEY AUTO PARTS	681.21
NBAZ - Warrant Clearing Account	Check	1113691	03/07/23	Accounts Payable	VALLEY IMAGING SOLUTIONS	144.00
NBAZ - Warrant Clearing Account	Check	1113692	03/07/23	Accounts Payable	VERIZON CONNECT FLEET USA LLC	159.40
NBAZ - Warrant Clearing Account	Check	1113693	03/07/23	Accounts Payable	VERIZON WIRELESS	5,763.61
NBAZ - Warrant Clearing Account	Check	1113694	03/07/23	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	32.21
NBAZ - Warrant Clearing Account	Check	1113695	03/07/23	Accounts Payable	WESTERN DRUG COMPANY	91.62
NBAZ - Warrant Clearing Account	Check	1113696	03/07/23	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	814.38
NBAZ - Warrant Clearing Account	Check	1113697	03/07/23	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	20.76
NBAZ - Warrant Clearing Account	Check	1113698	03/07/23	Accounts Payable	GARRET LEE WHITING	110.00
NBAZ - Warrant Clearing Account	Check	1113699	03/07/23	Accounts Payable	MICHAEL B WHITING	109.51
NBAZ - Warrant Clearing Account	Check	1113700	03/07/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	747.53
NBAZ - Warrant Clearing Account	Check	1113701	03/07/23	Accounts Payable	WRIGHT EXPRESS FSC WEX	3,266.58
NBAZ - Warrant Clearing Account	Check	1113702	03/07/23	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	12,500.00
NBAZ - Warrant Clearing Account	Check	1113703	03/07/23	Accounts Payable	YAZZIE'S AUTO PARTS INC	950.16
NBAZ - Warrant Clearing Account	Check	1113704	03/08/23	Accounts Payable	NATIONAL BANK	18,232.41
NBAZ - Warrant Clearing Account	Check	1113705	03/08/23	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	2,912.12
NBAZ - Warrant Clearing Account	Check	1113706	03/08/23	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	1,984.90
NBAZ - Warrant Clearing Account	Check	1113707	03/14/23	Accounts Payable	ALTON JOE SHEPHERD	463.87
NBAZ - Warrant Clearing Account	Check	1113727	03/14/23	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	312.08
NBAZ - Warrant Clearing Account	Check	1113728	03/14/23	Accounts Payable	APACHE COUNTY FSA	679.73
NBAZ - Warrant Clearing Account	Check	1113729	03/14/23	Accounts Payable	APACHE COUNTY HSA	4,459.39
NBAZ - Warrant Clearing Account	Check	1113730	03/14/23	Accounts Payable	APACHE COUNTY MEDICAL	175,250.28
NBAZ - Warrant Clearing Account	Check	1113731	03/14/23	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	164,906.94
NBAZ - Warrant Clearing Account	Check	1113732	03/14/23	Accounts Payable	APACHE COUNTY TREASURER	35.00
NBAZ - Warrant Clearing Account	Check	1113733	03/14/23	Accounts Payable	ASRS LEGACY EORP	10,075.98
NBAZ - Warrant Clearing Account	Check	1113734	03/14/23	Accounts Payable	AZ STATE RETIREMENT SYSTEM	129,290.05
NBAZ - Warrant Clearing Account	Check	1113735	03/14/23	Accounts Payable	CINCINNATI LIFE INS CO	10.00
NBAZ - Warrant Clearing Account	Check	1113736	03/14/23	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,139.10
NBAZ - Warrant Clearing Account	Check	1113737	03/14/23	Accounts Payable	CORP AOC DISABILITY	30.98
NBAZ - Warrant Clearing Account	Check	1113738	03/14/23	Accounts Payable	CORP DISABILITY	112.82
NBAZ - Warrant Clearing Account	Check	1113739	03/14/23	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,995.08
NBAZ - Warrant Clearing Account	Check	1113740	03/14/23	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,602.21
NBAZ - Warrant Clearing Account	Check	1113741	03/14/23	Accounts Payable	EODCRS DISABILITY	14.22

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113742	03/14/23	Accounts Payable	EORP LEGACY	2,777.35
NBAZ - Warrant Clearing Account	Check	1113743	03/14/23	Accounts Payable	GURSTEL LAW FIRM PC	182.35
NBAZ - Warrant Clearing Account	Check	1113744	03/14/23	Accounts Payable	NATIONWIDE	3,228.22
NBAZ - Warrant Clearing Account	Check	1113745	03/14/23	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	603.59
NBAZ - Warrant Clearing Account	Check	1113746	03/14/23	Accounts Payable	NATIONWIDE TRUST FSB	2,892.57
NBAZ - Warrant Clearing Account	Check	1113747	03/14/23	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	162.00
NBAZ - Warrant Clearing Account	Check	1113748	03/14/23	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	14,035.08
NBAZ - Warrant Clearing Account	Check	1113749	03/14/23	Accounts Payable	PUBLIC SAFETY SHERIFF RET	11,320.66
NBAZ - Warrant Clearing Account	Check	1113750	03/14/23	Accounts Payable	RIO PUERCO ACRES	495.00
NBAZ - Warrant Clearing Account	Check	1113751	03/14/23	Accounts Payable	SECURITY BENEFIT GROUP	340.00
NBAZ - Warrant Clearing Account	Check	1113752	03/14/23	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,312.82
NBAZ - Warrant Clearing Account	Check	1113753	03/14/23	Accounts Payable	ADVANCED AIR SYSTEMS LLC	976.75
NBAZ - Warrant Clearing Account	Check	1113754	03/14/23	Accounts Payable	ALLEGRA	340.01
NBAZ - Warrant Clearing Account	Check	1113755	03/14/23	Accounts Payable	ALPINE WATER AND SANITARY	66.88
NBAZ - Warrant Clearing Account	Check	1113756	03/14/23	Accounts Payable	ALSCO INC	1,095.93
NBAZ - Warrant Clearing Account	Check	1113757	03/14/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	8,817.86
NBAZ - Warrant Clearing Account	Check	1113758	03/14/23	Accounts Payable	AMERICAN FIRE EQUIPMENT (HILLER)	819.50
NBAZ - Warrant Clearing Account	Check	1113759	03/14/23	Accounts Payable	AMERIGAS - GALLUP	1,550.73
NBAZ - Warrant Clearing Account	Check	1113760	03/14/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	264.40
NBAZ - Warrant Clearing Account	Check	1113761	03/14/23	Accounts Payable	RUBEN A ARANDA MARIN	120.00
NBAZ - Warrant Clearing Account	Check	1113762	03/14/23	Accounts Payable	ARIZONA EMERGENCY SERVICES ASSOCIATION	650.00
NBAZ - Warrant Clearing Account	Check	1113763	03/14/23	Accounts Payable	ARIZONA PROSECUTING ATTORNEYS ADVISORY COUNCIL	420.00
NBAZ - Warrant Clearing Account	Check	1113764	03/14/23	Accounts Payable	ASHTONS REPAIR INC	102.56
NBAZ - Warrant Clearing Account	Check	1113765	03/14/23	Accounts Payable	AT&T MOBILITY II LLC	148.99
NBAZ - Warrant Clearing Account	Check	1113766	03/14/23	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	79,001.21
NBAZ - Warrant Clearing Account	Check	1113767	03/14/23	Accounts Payable	AUDIOLOGY INC	50.00
NBAZ - Warrant Clearing Account	Check	1113768	03/14/23	Accounts Payable	AZ COUNTIES INSURANCE POOL	800.00
NBAZ - Warrant Clearing Account	Check	1113769	03/14/23	Accounts Payable	AZ COURTS ASSN	395.00
NBAZ - Warrant Clearing Account	Check	1113770	03/14/23	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,140.00
NBAZ - Warrant Clearing Account	Check	1113771	03/14/23	Accounts Payable	AZ SUPREME COURT	22,883.70
NBAZ - Warrant Clearing Account	Check	1113772	03/14/23	Accounts Payable	AZ SUPREME COURT	1,211.49
NBAZ - Warrant Clearing Account	Check	1113773	03/14/23	Accounts Payable	AZ SUPREME COURT	3,499.86
NBAZ - Warrant Clearing Account	Check	1113774	03/14/23	Accounts Payable	AZ SUPREME COURT	90.00
NBAZ - Warrant Clearing Account	Check	1113775	03/14/23	Accounts Payable	AZ SUPREME COURT	2,826.81
NBAZ - Warrant Clearing Account	Check	1113776	03/14/23	Accounts Payable	BASHAS' CORPORATE OFFICE	623.22
NBAZ - Warrant Clearing Account	Check	1113777	03/14/23	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNND RADIO	660.00
NBAZ - Warrant Clearing Account	Check	1113778	03/14/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	1,106.80
NBAZ - Warrant Clearing Account	Check	1113779	03/14/23	Accounts Payable	SARAH MAE BEGAY	550.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113780	03/14/23	Accounts Payable	DAWN MICHELLE BEUS	212.78
NBAZ - Warrant Clearing Account	Check	1113781	03/14/23	Accounts Payable	BI INC	308.73
NBAZ - Warrant Clearing Account	Check	1113782	03/14/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	642.72
NBAZ - Warrant Clearing Account	Check	1113783	03/14/23	Accounts Payable	BOOT BARN	200.00
NBAZ - Warrant Clearing Account	Check	1113784	03/14/23	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1113785	03/14/23	Accounts Payable	BROWN'S PARTSMASTER INC	451.28
NBAZ - Warrant Clearing Account	Check	1113786	03/14/23	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	181.90
NBAZ - Warrant Clearing Account	Check	1113787	03/14/23	Accounts Payable	CELLULAR ONE NE AZ	384.25
NBAZ - Warrant Clearing Account	Check	1113788	03/14/23	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	102.00
NBAZ - Warrant Clearing Account	Check	1113789	03/14/23	Accounts Payable	CENTRAL ARIZONA SUPPLY	1,206.29
NBAZ - Warrant Clearing Account	Check	1113790	03/14/23	Accounts Payable	CHAMPION FORD	1,124.79
NBAZ - Warrant Clearing Account	Check	1113791	03/14/23	Accounts Payable	DOMINIQUE CLARK	159.00
NBAZ - Warrant Clearing Account	Check	1113792	03/14/23	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	196.54
NBAZ - Warrant Clearing Account	Check	1113793	03/14/23	Accounts Payable	RODGER DAHOZY	277.72
NBAZ - Warrant Clearing Account	Check	1113794	03/14/23	Accounts Payable	ANDREW DANMAR (HIS & HER JUNK REMOVAL & CLEANING)	5,200.00
NBAZ - Warrant Clearing Account	Check	1113795	03/14/23	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	192.81
NBAZ - Warrant Clearing Account	Check	1113796	03/14/23	Accounts Payable	DELL COMPUTER CORPORATION	1,968.02
NBAZ - Warrant Clearing Account	Check	1113797	03/14/23	Accounts Payable	DIRECTV LLC	87.99
NBAZ - Warrant Clearing Account	Check	1113798	03/14/23	Accounts Payable	COLTON EDWARDS	534.00
NBAZ - Warrant Clearing Account	Check	1113799	03/14/23	Accounts Payable	EMPIRE MACHINERY	5,680.07
NBAZ - Warrant Clearing Account	Check	1113800	03/14/23	Accounts Payable	EPIC MOTORSPORTS CORP	1,979.98
NBAZ - Warrant Clearing Account	Check	1113801	03/14/23	Accounts Payable	FILEONQ INC	4,396.26
NBAZ - Warrant Clearing Account	Check	1113802	03/14/23	Accounts Payable	FLEET PRIDE	316.87
NBAZ - Warrant Clearing Account	Check	1113803	03/14/23	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	73.57
NBAZ - Warrant Clearing Account	Check	1113804	03/14/23	Accounts Payable	FRONTIER	230.34
NBAZ - Warrant Clearing Account	Check	1113805	03/14/23	Accounts Payable	FRONTIER	121.03
NBAZ - Warrant Clearing Account	Check	1113806	03/14/23	Accounts Payable	FRONTIER	202.38
NBAZ - Warrant Clearing Account	Check	1113807	03/14/23	Accounts Payable	FRONTIER	157.53
NBAZ - Warrant Clearing Account	Check	1113808	03/14/23	Accounts Payable	FRONTIER	194.31
NBAZ - Warrant Clearing Account	Check	1113809	03/14/23	Accounts Payable	FRONTIER	193.76
NBAZ - Warrant Clearing Account	Check	1113810	03/14/23	Accounts Payable	FRONTIER	209.78
NBAZ - Warrant Clearing Account	Check	1113811	03/14/23	Accounts Payable	FRONTIER	213.13
NBAZ - Warrant Clearing Account	Check	1113812	03/14/23	Accounts Payable	FRONTIER	144.24
NBAZ - Warrant Clearing Account	Check	1113813	03/14/23	Accounts Payable	FRONTIER	208.00
NBAZ - Warrant Clearing Account	Check	1113814	03/14/23	Accounts Payable	FRONTIER	242.33
NBAZ - Warrant Clearing Account	Check	1113815	03/14/23	Accounts Payable	FRONTIER	214.72
NBAZ - Warrant Clearing Account	Check	1113816	03/14/23	Accounts Payable	FRONTIER	101.93
NBAZ - Warrant Clearing Account	Check	1113817	03/14/23	Accounts Payable	FRONTIER	410.52

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113818	03/14/23	Accounts Payable	FUTURE TIRE	11,302.41
NBAZ - Warrant Clearing Account	Check	1113819	03/14/23	Accounts Payable	GALL'S INC	1,997.26
NBAZ - Warrant Clearing Account	Check	1113820	03/14/23	Accounts Payable	GALLUP WATER WORKS	38.75
NBAZ - Warrant Clearing Account	Check	1113821	03/14/23	Accounts Payable	GK INVESTIGATIONS	216.00
NBAZ - Warrant Clearing Account	Check	1113822	03/14/23	Accounts Payable	GOLIGHTLY TIRE	1,348.12
NBAZ - Warrant Clearing Account	Check	1113823	03/14/23	Accounts Payable	DARYL GREER	10.00
NBAZ - Warrant Clearing Account	Check	1113824	03/14/23	Accounts Payable	GREER COMMUNITY FACILITIES	935.54
NBAZ - Warrant Clearing Account	Check	1113825	03/14/23	Accounts Payable	RICHARD C GUINN	150.00
NBAZ - Warrant Clearing Account	Check	1113826	03/14/23	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
NBAZ - Warrant Clearing Account	Check	1113827	03/14/23	Accounts Payable	HARRIS, REBEKAH	331.86
NBAZ - Warrant Clearing Account	Check	1113828	03/14/23	Accounts Payable	HATCH TOYOTA	88.07
NBAZ - Warrant Clearing Account	Check	1113829	03/14/23	Accounts Payable	KLINT HEAP	1,354.00
NBAZ - Warrant Clearing Account	Check	1113830	03/14/23	Accounts Payable	VERMALE J HICKMAN	290.00
NBAZ - Warrant Clearing Account	Check	1113831	03/14/23	Accounts Payable	HIGH COUNTRY PROPANE	2,196.23
NBAZ - Warrant Clearing Account	Check	1113832	03/14/23	Accounts Payable	HILL AZ GROCERY STORE	385.68
NBAZ - Warrant Clearing Account	Check	1113833	03/14/23	Accounts Payable	HILLYARD/FLAGSTAFF	3,958.57
NBAZ - Warrant Clearing Account	Check	1113834	03/14/23	Accounts Payable	DALLAS TYLER HOLLAND	795.51
NBAZ - Warrant Clearing Account	Check	1113835	03/14/23	Accounts Payable	HOME DEPOT	844.17
NBAZ - Warrant Clearing Account	Check	1113836	03/14/23	Accounts Payable	BRIAN HOUNSHELL	180.00
NBAZ - Warrant Clearing Account	Check	1113837	03/14/23	Accounts Payable	INGRAM LIBRARY SERVICES	1,025.27
NBAZ - Warrant Clearing Account	Check	1113838	03/14/23	Accounts Payable	INTERNATIONAL ASSOCIATION FOR PROPERTY & EVIDENCE	315.00
NBAZ - Warrant Clearing Account	Check	1113839	03/14/23	Accounts Payable	LELAND C JAMES	120.00
NBAZ - Warrant Clearing Account	Check	1113840	03/14/23	Accounts Payable	KB WELDING INC	1,562.48
NBAZ - Warrant Clearing Account	Check	1113841	03/14/23	Accounts Payable	LANGUAGE LINE SERVICES INC	178.08
NBAZ - Warrant Clearing Account	Check	1113842	03/14/23	Accounts Payable	MICHAEL LATHAM	25.08
NBAZ - Warrant Clearing Account	Check	1113843	03/14/23	Accounts Payable	PRINCE M LAUNIVAO	110.00
NBAZ - Warrant Clearing Account	Check	1113844	03/14/23	Accounts Payable	LAW OFFICE OF MICHAEL S PENROD PLC	7,040.00
NBAZ - Warrant Clearing Account	Check	1113845	03/14/23	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	2,446.17
NBAZ - Warrant Clearing Account	Check	1113846	03/14/23	Accounts Payable	LOWES #24	788.86
NBAZ - Warrant Clearing Account	Check	1113847	03/14/23	Accounts Payable	STEPHANIE MCCARTHY	718.82
NBAZ - Warrant Clearing Account	Check	1113848	03/14/23	Accounts Payable	MISSION UNIFORM & LINEN	412.60
NBAZ - Warrant Clearing Account	Check	1113849	03/14/23	Accounts Payable	MOVIE LICENSING USA (SWANK)	2,089.00
NBAZ - Warrant Clearing Account	Check	1113850	03/14/23	Accounts Payable	NAPA	97.17
NBAZ - Warrant Clearing Account	Check	1113851	03/14/23	Accounts Payable	NAVAJO SANITATION INC	535.30
NBAZ - Warrant Clearing Account	Check	1113852	03/14/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	6,487.03
NBAZ - Warrant Clearing Account	Check	1113853	03/14/23	Accounts Payable	NAVAJO WESTERNERS	135.65
NBAZ - Warrant Clearing Account	Check	1113854	03/14/23	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	12,526.84
NBAZ - Warrant Clearing Account	Check	1113855	03/14/23	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	950.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113856	03/14/23	Accounts Payable	ANTONY C NOTAH	733.94
NBAZ - Warrant Clearing Account	Check	1113857	03/14/23	Accounts Payable	O'REILLY AUTO PARTS	1,739.39
NBAZ - Warrant Clearing Account	Check	1113858	03/14/23	Accounts Payable	OFFICE DEPOT	54.28
NBAZ - Warrant Clearing Account	Check	1113859	03/14/23	Accounts Payable	TOBIE KLIESSEN OVERSON	172.48
NBAZ - Warrant Clearing Account	Check	1113860	03/14/23	Accounts Payable	PALMER INVESTIGATIVE SERVICES	2,544.93
NBAZ - Warrant Clearing Account	Check	1113861	03/14/23	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
NBAZ - Warrant Clearing Account	Check	1113862	03/14/23	Accounts Payable	RYAN N PATTERSON	381.17
NBAZ - Warrant Clearing Account	Check	1113863	03/14/23	Accounts Payable	PCLIQUIDATIONS.COM	872.47
NBAZ - Warrant Clearing Account	Check	1113864	03/14/23	Accounts Payable	PEARCE READY MIX	233.00
NBAZ - Warrant Clearing Account	Check	1113865	03/14/23	Accounts Payable	PENWORTHY COMPANY	295.54
NBAZ - Warrant Clearing Account	Check	1113866	03/14/23	Accounts Payable	PERFECT PRINTZ LLC	617.41
NBAZ - Warrant Clearing Account	Check	1113867	03/14/23	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
NBAZ - Warrant Clearing Account	Check	1113868	03/14/23	Accounts Payable	PREMIUM PROPANE LLC	5,079.50
NBAZ - Warrant Clearing Account	Check	1113869	03/14/23	Accounts Payable	QUILL CORP	1,532.83
NBAZ - Warrant Clearing Account	Check	1113870	03/14/23	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
NBAZ - Warrant Clearing Account	Check	1113871	03/14/23	Accounts Payable	R&S NORTHEAST LLC	662.65
NBAZ - Warrant Clearing Account	Check	1113872	03/14/23	Accounts Payable	RHINEHART OIL CO	23,029.32
NBAZ - Warrant Clearing Account	Check	1113873	03/14/23	Accounts Payable	KODY RICHARDSON	140.00
NBAZ - Warrant Clearing Account	Check	1113874	03/14/23	Accounts Payable	RIGG LAW FIRM PLLC	128.00
NBAZ - Warrant Clearing Account	Check	1113875	03/14/23	Accounts Payable	RUSH TRUCK CENTER	377.85
NBAZ - Warrant Clearing Account	Check	1113876	03/14/23	Accounts Payable	SAFARILAND LLC/DEFENSE TECHNOLOGY LLC	115.07
NBAZ - Warrant Clearing Account	Check	1113877	03/14/23	Accounts Payable	SAFELITE AUTO GLASS	485.69
NBAZ - Warrant Clearing Account	Check	1113878	03/14/23	Accounts Payable	SAFEWAY INC	70.09
NBAZ - Warrant Clearing Account	Check	1113879	03/14/23	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	350.00
NBAZ - Warrant Clearing Account	Check	1113880	03/14/23	Accounts Payable	SEAN P WILSON MD	100.00
NBAZ - Warrant Clearing Account	Check	1113881	03/14/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,643.21
NBAZ - Warrant Clearing Account	Check	1113882	03/14/23	Accounts Payable	SENTRY WELDING SUPPLY LLC	114.94
NBAZ - Warrant Clearing Account	Check	1113883	03/14/23	Accounts Payable	SHI INTERNATIONAL CORP	5,925.47
NBAZ - Warrant Clearing Account	Check	1113884	03/14/23	Accounts Payable	SHOW LOW FORD INC	310.70
NBAZ - Warrant Clearing Account	Check	1113885	03/14/23	Accounts Payable	SIERRA PROPANE	461.74
NBAZ - Warrant Clearing Account	Check	1113886	03/14/23	Accounts Payable	DANIEL SOTO	488.28
NBAZ - Warrant Clearing Account	Check	1113887	03/14/23	Accounts Payable	SPARKLETTS WATER	41.00
NBAZ - Warrant Clearing Account	Check	1113888	03/14/23	Accounts Payable	SPARKLETTS WATER	26.66
NBAZ - Warrant Clearing Account	Check	1113889	03/14/23	Accounts Payable	SPEEDY SALES AND SERVICE	14,479.49
NBAZ - Warrant Clearing Account	Check	1113890	03/14/23	Accounts Payable	ST JOHNS CITY	1,115.53
NBAZ - Warrant Clearing Account	Check	1113891	03/14/23	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	175.00
NBAZ - Warrant Clearing Account	Check	1113892	03/14/23	Accounts Payable	STANTEC CONSULTING SERVICES	5,596.18
NBAZ - Warrant Clearing Account	Check	1113893	03/14/23	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	3,400.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113894	03/14/23	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	507.18
NBAZ - Warrant Clearing Account	Check	1113895	03/14/23	Accounts Payable	THE POUR STATION	138.79
NBAZ - Warrant Clearing Account	Check	1113896	03/14/23	Accounts Payable	JESSE THOMAS	951.78
NBAZ - Warrant Clearing Account	Check	1113897	03/14/23	Accounts Payable	THOMSON REUTERS WEST	1,300.96
NBAZ - Warrant Clearing Account	Check	1113898	03/14/23	Accounts Payable	TOWN OF EAGAR	630.96
NBAZ - Warrant Clearing Account	Check	1113899	03/14/23	Accounts Payable	TOWN OF SPRINGVILLE	210.17
NBAZ - Warrant Clearing Account	Check	1113900	03/14/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	1,151.14
NBAZ - Warrant Clearing Account	Check	1113901	03/14/23	Accounts Payable	TRINITY SERVICES GROUP INC	17,484.18
NBAZ - Warrant Clearing Account	Check	1113902	03/14/23	Accounts Payable	TRIPLE R FUELS	33.00
NBAZ - Warrant Clearing Account	Check	1113903	03/14/23	Accounts Payable	TYLER TECHNOLOGIES INC	9,970.00
NBAZ - Warrant Clearing Account	Check	1113904	03/14/23	Accounts Payable	W JEFFORY UDALL	39.30
NBAZ - Warrant Clearing Account	Check	1113905	03/14/23	Accounts Payable	UNIFIRST CORPORATION	161.26
NBAZ - Warrant Clearing Account	Check	1113906	03/14/23	Accounts Payable	UNITED INFORMATION SERVICES	553.19
NBAZ - Warrant Clearing Account	Check	1113907	03/14/23	Accounts Payable	US POSTMASTER	47.00
NBAZ - Warrant Clearing Account	Check	1113908	03/14/23	Accounts Payable	HEATHER VAN DER NOORD	669.48
NBAZ - Warrant Clearing Account	Check	1113909	03/14/23	Accounts Payable	VERIZON WIRELESS	111.41
NBAZ - Warrant Clearing Account	Check	1113910	03/14/23	Accounts Payable	WESTERN DRUG COMPANY	466.54
NBAZ - Warrant Clearing Account	Check	1113911	03/14/23	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	268.74
NBAZ - Warrant Clearing Account	Check	1113912	03/14/23	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	811.39
NBAZ - Warrant Clearing Account	Check	1113913	03/14/23	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	451.14
NBAZ - Warrant Clearing Account	Check	1113914	03/14/23	Accounts Payable	WILLIAM WADE WILTBANK	530.93
NBAZ - Warrant Clearing Account	Check	1113915	03/14/23	Accounts Payable	SARAH WINNEGAR	875.93
NBAZ - Warrant Clearing Account	Check	1113916	03/14/23	Accounts Payable	ANTONIA WOOD	242.75
NBAZ - Warrant Clearing Account	Check	1113917	03/14/23	Accounts Payable	SAMUEL A WOOD	1,177.06
NBAZ - Warrant Clearing Account	Check	1113918	03/14/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	715.08
NBAZ - Warrant Clearing Account	Check	1113919	03/14/23	Accounts Payable	YAZZIE'S AUTO PARTS INC	2,134.78
NBAZ - Warrant Clearing Account	Check	1113920	03/14/23	Accounts Payable	JAY YELLOWHORSE	3,044.25
NBAZ - Warrant Clearing Account	Check	1113921	03/14/23	Accounts Payable	IVAN D ZHELEV	873.96
NBAZ - Warrant Clearing Account	Check	1113922	03/21/23	Accounts Payable	ABEITA GLASS CO	1,484.00
NBAZ - Warrant Clearing Account	Check	1113923	03/21/23	Accounts Payable	ADVANCED CORRECTIONAL HEALTHCARE INC	84,926.06
NBAZ - Warrant Clearing Account	Check	1113924	03/21/23	Accounts Payable	ALSCO INC	660.46
NBAZ - Warrant Clearing Account	Check	1113925	03/21/23	Accounts Payable	AMAZON CAPITAL SERVICES INC	11,156.13
NBAZ - Warrant Clearing Account	Check	1113926	03/21/23	Accounts Payable	AMIGO CHRYSLER DODGE JEEP RAM	2,590.40
NBAZ - Warrant Clearing Account	Check	1113927	03/21/23	Accounts Payable	APACHE COUNTY	93.67
NBAZ - Warrant Clearing Account	Check	1113928	03/21/23	Accounts Payable	TAMARA WILHELM APPLGATE	49.78
NBAZ - Warrant Clearing Account	Check	1113929	03/21/23	Accounts Payable	ASHTONS REPAIR INC	549.27
NBAZ - Warrant Clearing Account	Check	1113930	03/21/23	Accounts Payable	AT&T MOBILITY II LLC	99.72
NBAZ - Warrant Clearing Account	Check	1113931	03/21/23	Accounts Payable	AZ COURTS ASSN	790.00

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113932	03/21/23	Accounts Payable	AZ DEPT OF HEALTH SERVICES	513.21
NBAZ - Warrant Clearing Account	Check	1113933	03/21/23	Accounts Payable	AZ SUPREME COURT	1,634.16
NBAZ - Warrant Clearing Account	Check	1113934	03/21/23	Accounts Payable	AZ SUPREME COURT	250.00
NBAZ - Warrant Clearing Account	Check	1113935	03/21/23	Accounts Payable	BASHAS' CORPORATE OFFICE	37.80
NBAZ - Warrant Clearing Account	Check	1113936	03/21/23	Accounts Payable	BAUMAN HOME AND AUTO INC (CARQUEST)	600.59
NBAZ - Warrant Clearing Account	Check	1113937	03/21/23	Accounts Payable	SARAH MAE BEGAY	440.00
NBAZ - Warrant Clearing Account	Check	1113938	03/21/23	Accounts Payable	JUSTIN L BERRY	100.00
NBAZ - Warrant Clearing Account	Check	1113939	03/21/23	Accounts Payable	JIMICA LYNN BIGMAN	44.68
NBAZ - Warrant Clearing Account	Check	1113940	03/21/23	Accounts Payable	BLUE HILLS ENVIRONMENTAL	98.58
NBAZ - Warrant Clearing Account	Check	1113941	03/21/23	Accounts Payable	BLUE KNIGHT SECURITY LLC	3,925.00
NBAZ - Warrant Clearing Account	Check	1113942	03/21/23	Accounts Payable	BOOT BARN	1,551.23
NBAZ - Warrant Clearing Account	Check	1113943	03/21/23	Accounts Payable	DEVIN BROWN	815.90
NBAZ - Warrant Clearing Account	Check	1113944	03/21/23	Accounts Payable	BROWN'S PARTSMASTER INC	654.24
NBAZ - Warrant Clearing Account	Check	1113945	03/21/23	Accounts Payable	BURNHAM MORTUARY	448.78
NBAZ - Warrant Clearing Account	Check	1113946	03/21/23	Accounts Payable	BURNHAM MORTUARY	355.50
NBAZ - Warrant Clearing Account	Check	1113947	03/21/23	Accounts Payable	CDW GOVERNMENT LLC	108,858.68
NBAZ - Warrant Clearing Account	Check	1113948	03/21/23	Accounts Payable	CENGAGE LEARNING INC	4,677.05
NBAZ - Warrant Clearing Account	Check	1113949	03/21/23	Accounts Payable	CENTRAL ARIZONA SUPPLY	217.23
NBAZ - Warrant Clearing Account	Check	1113950	03/21/23	Accounts Payable	CORDANT HEALTH SOLUTIONS	641.13
NBAZ - Warrant Clearing Account	Check	1113951	03/21/23	Accounts Payable	COURTYARD BY MARRIOTT WRIGLEYVILLE WEST	196.54
NBAZ - Warrant Clearing Account	Check	1113952	03/21/23	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	96.03
NBAZ - Warrant Clearing Account	Check	1113953	03/21/23	Accounts Payable	DANIEL J CHRISTIANO PHD	500.00
NBAZ - Warrant Clearing Account	Check	1113954	03/21/23	Accounts Payable	DAVIS TRUE VALUE HARDWARE	32.55
NBAZ - Warrant Clearing Account	Check	1113955	03/21/23	Accounts Payable	DENETSO INK	151.58
NBAZ - Warrant Clearing Account	Check	1113956	03/21/23	Accounts Payable	DISH NETWORK	136.19
NBAZ - Warrant Clearing Account	Check	1113957	03/21/23	Accounts Payable	EMPIRE MACHINERY	54,948.14
NBAZ - Warrant Clearing Account	Check	1113958	03/21/23	Accounts Payable	FERRELLGAS	3,624.34
NBAZ - Warrant Clearing Account	Check	1113959	03/21/23	Accounts Payable	FLEET PRIDE	937.39
NBAZ - Warrant Clearing Account	Check	1113960	03/21/23	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	368.54
NBAZ - Warrant Clearing Account	Check	1113961	03/21/23	Accounts Payable	FRONTIER	1,896.73
NBAZ - Warrant Clearing Account	Check	1113962	03/21/23	Accounts Payable	FRONTIER	93.67
NBAZ - Warrant Clearing Account	Check	1113963	03/21/23	Accounts Payable	FRONTIER	57.96
NBAZ - Warrant Clearing Account	Check	1113964	03/21/23	Accounts Payable	FRONTIER	24.79
NBAZ - Warrant Clearing Account	Check	1113965	03/21/23	Accounts Payable	FRONTIER	221.72
NBAZ - Warrant Clearing Account	Check	1113966	03/21/23	Accounts Payable	FRONTIER	487.01
NBAZ - Warrant Clearing Account	Check	1113967	03/21/23	Accounts Payable	FRONTIER	1,357.74
NBAZ - Warrant Clearing Account	Check	1113968	03/21/23	Accounts Payable	FRONTIER	206.17
NBAZ - Warrant Clearing Account	Check	1113969	03/21/23	Accounts Payable	FRONTIER	144.93

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1113970	03/21/23	Accounts Payable	FRONTIER	96.63
NBAZ - Warrant Clearing Account	Check	1113971	03/21/23	Accounts Payable	FRONTIER	143.54
NBAZ - Warrant Clearing Account	Check	1113972	03/21/23	Accounts Payable	FRONTIER	212.37
NBAZ - Warrant Clearing Account	Check	1113973	03/21/23	Accounts Payable	FRONTIER	210.92
NBAZ - Warrant Clearing Account	Check	1113974	03/21/23	Accounts Payable	FRONTIER	130.02
NBAZ - Warrant Clearing Account	Check	1113975	03/21/23	Accounts Payable	FRONTIER	58.80
NBAZ - Warrant Clearing Account	Check	1113976	03/21/23	Accounts Payable	FRONTIER	95.94
NBAZ - Warrant Clearing Account	Check	1113977	03/21/23	Accounts Payable	FRONTIER	94.63
NBAZ - Warrant Clearing Account	Check	1113978	03/21/23	Accounts Payable	FUTURE TIRE	1,003.39
NBAZ - Warrant Clearing Account	Check	1113979	03/21/23	Accounts Payable	GALL'S INC	4.00
NBAZ - Warrant Clearing Account	Check	1113980	03/21/23	Accounts Payable	GALLUP LUMBER & SUPPLY	33.73
NBAZ - Warrant Clearing Account	Check	1113981	03/21/23	Accounts Payable	BARBARA J GOMEZ	11.44
NBAZ - Warrant Clearing Account	Check	1113982	03/21/23	Accounts Payable	DARYL GREER	262.19
NBAZ - Warrant Clearing Account	Check	1113983	03/21/23	Accounts Payable	RICHARD C GUINN	47.53
NBAZ - Warrant Clearing Account	Check	1113984	03/21/23	Accounts Payable	HANCOCK COMPREHENSIVE DENTISTRY	320.00
NBAZ - Warrant Clearing Account	Check	1113985	03/21/23	Accounts Payable	HARRIS, REBEKAH	93.42
NBAZ - Warrant Clearing Account	Check	1113986	03/21/23	Accounts Payable	HATCH TOYOTA	926.51
NBAZ - Warrant Clearing Account	Check	1113987	03/21/23	Accounts Payable	KLINT HEAP	200.00
NBAZ - Warrant Clearing Account	Check	1113988	03/21/23	Accounts Payable	HIGH COUNTRY PROPANE	2,066.94
NBAZ - Warrant Clearing Account	Check	1113989	03/21/23	Accounts Payable	HILL AZ GROCERY STORE	8.32
NBAZ - Warrant Clearing Account	Check	1113990	03/21/23	Accounts Payable	HILL AZ GROCERY STORE	62.34
NBAZ - Warrant Clearing Account	Check	1113991	03/21/23	Accounts Payable	HILLYARD/FLAGSTAFF	615.42
NBAZ - Warrant Clearing Account	Check	1113992	03/21/23	Accounts Payable	DALLAS TYLER HOLLAND	93.42
NBAZ - Warrant Clearing Account	Check	1113993	03/21/23	Accounts Payable	TYRON JENSEN	590.37
NBAZ - Warrant Clearing Account	Check	1113994	03/21/23	Accounts Payable	JJ KELLER & ASSOCIATES	594.08
NBAZ - Warrant Clearing Account	Check	1113995	03/21/23	Accounts Payable	KAYLA AMY JOHNSON	6.55
NBAZ - Warrant Clearing Account	Check	1113996	03/21/23	Accounts Payable	KB WELDING INC	947.95
NBAZ - Warrant Clearing Account	Check	1113997	03/21/23	Accounts Payable	MICHAEL LATHAM	318.95
NBAZ - Warrant Clearing Account	Check	1113998	03/21/23	Accounts Payable	PRINCE M LAUNIVAO	74.00
NBAZ - Warrant Clearing Account	Check	1113999	03/21/23	Accounts Payable	LOWES COMPANIES INC	20.95
NBAZ - Warrant Clearing Account	Check	1114000	03/21/23	Accounts Payable	MCCOOK BOILER AND PUMP COMPANY	3,148.75
NBAZ - Warrant Clearing Account	Check	1114001	03/21/23	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	725.00
NBAZ - Warrant Clearing Account	Check	1114002	03/21/23	Accounts Payable	MISSION UNIFORM & LINEN	392.51
NBAZ - Warrant Clearing Account	Check	1114003	03/21/23	Accounts Payable	NATIONAL ASSOC OF PROBATION EXECUTIVES	95.00
NBAZ - Warrant Clearing Account	Check	1114004	03/21/23	Accounts Payable	NATIONAL TEST SYSTEMS	564.05
NBAZ - Warrant Clearing Account	Check	1114005	03/21/23	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	10,015.09
NBAZ - Warrant Clearing Account	Check	1114006	03/21/23	Accounts Payable	NAVAJO WESTERNERS	242.86
NBAZ - Warrant Clearing Account	Check	1114007	03/21/23	Accounts Payable	NAVAPACHE ELECTRIC COOPERATIVE	16,879.18

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114008	03/21/23	Accounts Payable	O'REILLY AUTO PARTS	78.75
NBAZ - Warrant Clearing Account	Check	1114009	03/21/23	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	595.00
NBAZ - Warrant Clearing Account	Check	1114010	03/21/23	Accounts Payable	OFFICE DEPOT	86.87
NBAZ - Warrant Clearing Account	Check	1114011	03/21/23	Accounts Payable	OVERDRIVE INC	288.19
NBAZ - Warrant Clearing Account	Check	1114012	03/21/23	Accounts Payable	PACIFIC PONDEROSA CO INC	40,648.62
NBAZ - Warrant Clearing Account	Check	1114013	03/21/23	Accounts Payable	RYAN N PATTERSON	349.17
NBAZ - Warrant Clearing Account	Check	1114014	03/21/23	Accounts Payable	DOUGLAS LANCE PEARCE	65.43
NBAZ - Warrant Clearing Account	Check	1114015	03/21/23	Accounts Payable	PIMA COUNTY MEDICAL	2,500.00
NBAZ - Warrant Clearing Account	Check	1114016	03/21/23	Accounts Payable	PINAL COUNTY ARIZONA	19,432.00
NBAZ - Warrant Clearing Account	Check	1114017	03/21/23	Accounts Payable	PREMIUM PROPANE LLC	2,088.72
NBAZ - Warrant Clearing Account	Check	1114018	03/21/23	Accounts Payable	PRO PETROLEUM	25,547.67
NBAZ - Warrant Clearing Account	Check	1114019	03/21/23	Accounts Payable	QUALITY CARQUEST	2,444.44
NBAZ - Warrant Clearing Account	Check	1114020	03/21/23	Accounts Payable	QUILL CORP	5,620.36
NBAZ - Warrant Clearing Account	Check	1114021	03/21/23	Accounts Payable	RCI SYSTEMS LLC	144.00
NBAZ - Warrant Clearing Account	Check	1114022	03/21/23	Accounts Payable	RICOH USA INC	25.20
NBAZ - Warrant Clearing Account	Check	1114023	03/21/23	Accounts Payable	CELESTE ROBERTSON	66.56
NBAZ - Warrant Clearing Account	Check	1114024	03/21/23	Accounts Payable	RUSH TRUCK CENTER	350.71
NBAZ - Warrant Clearing Account	Check	1114025	03/21/23	Accounts Payable	SAFELITE AUTO GLASS	298.39
NBAZ - Warrant Clearing Account	Check	1114026	03/21/23	Accounts Payable	SAFETY KLEEN	131.63
NBAZ - Warrant Clearing Account	Check	1114027	03/21/23	Accounts Payable	SAFEWAY INC	733.11
NBAZ - Warrant Clearing Account	Check	1114028	03/21/23	Accounts Payable	SANDERSON FORD INC	78,566.59
NBAZ - Warrant Clearing Account	Check	1114029	03/21/23	Accounts Payable	SECURUS TECHNOLOGIES INC	1,401.97
NBAZ - Warrant Clearing Account	Check	1114030	03/21/23	Accounts Payable	ALTON JOE SHEPHERD	561.17
NBAZ - Warrant Clearing Account	Check	1114031	03/21/23	Accounts Payable	SHI INTERNATIONAL CORP	7,015.33
NBAZ - Warrant Clearing Account	Check	1114032	03/21/23	Accounts Payable	SIERRA PROPANE	3,936.50
NBAZ - Warrant Clearing Account	Check	1114033	03/21/23	Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES	236.47
NBAZ - Warrant Clearing Account	Check	1114034	03/21/23	Accounts Payable	SOUTHERN TIRE MART LLC	604.87
NBAZ - Warrant Clearing Account	Check	1114035	03/21/23	Accounts Payable	ST JOHNS CITY	82.85
NBAZ - Warrant Clearing Account	Check	1114036	03/21/23	Accounts Payable	THE POUR STATION	121.41
NBAZ - Warrant Clearing Account	Check	1114037	03/21/23	Accounts Payable	THE UNIVERSITY OF ARIZONA	7,500.00
NBAZ - Warrant Clearing Account	Check	1114038	03/21/23	Accounts Payable	THE ZICKERMAN LAW OFFICE PLLC	436.45
NBAZ - Warrant Clearing Account	Check	1114039	03/21/23	Accounts Payable	ALENA THOMPSON	400.00
NBAZ - Warrant Clearing Account	Check	1114040	03/21/23	Accounts Payable	JARROD ARVISO TOACHEENIE	186.00
NBAZ - Warrant Clearing Account	Check	1114041	03/21/23	Accounts Payable	TOWN OF SPRINGVILLE	99.61
NBAZ - Warrant Clearing Account	Check	1114042	03/21/23	Accounts Payable	TREAD MASTERS TIRE & LUBE	58.48
NBAZ - Warrant Clearing Account	Check	1114043	03/21/23	Accounts Payable	TRIPLE R FUELS	4.00
NBAZ - Warrant Clearing Account	Check	1114044	03/21/23	Accounts Payable	CRAIG TSOSIE	118.55
NBAZ - Warrant Clearing Account	Check	1114045	03/21/23	Accounts Payable	UNIFIRST CORPORATION	88.60

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1114046	03/21/23	Accounts Payable	VALLEY AUTO PARTS	125.86
NBAZ - Warrant Clearing Account	Check	1114047	03/21/23	Accounts Payable	VALLEY IMAGING SOLUTIONS	22.58
NBAZ - Warrant Clearing Account	Check	1114048	03/21/23	Accounts Payable	VERIZON WIRELESS	2,836.05
NBAZ - Warrant Clearing Account	Check	1114049	03/21/23	Accounts Payable	ALICE JO WEBB	30.62
NBAZ - Warrant Clearing Account	Check	1114050	03/21/23	Accounts Payable	WESTERN DRUG COMPANY	331.23
NBAZ - Warrant Clearing Account	Check	1114051	03/21/23	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	4,037.93
NBAZ - Warrant Clearing Account	Check	1114052	03/21/23	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	407.74
NBAZ - Warrant Clearing Account	Check	1114053	03/21/23	Accounts Payable	GARRET LEE WHITING	350.90
NBAZ - Warrant Clearing Account	Check	1114054	03/21/23	Accounts Payable	MICHAEL B WHITING	214.20
NBAZ - Warrant Clearing Account	Check	1114055	03/21/23	Accounts Payable	WOODLAND BUILDING CENTER C/O NATIONS BEST	68.44
NBAZ - Warrant Clearing Account	Check	1114056	03/21/23	Accounts Payable	XEROX CORP	80.73
NBAZ - Warrant Clearing Account	Check	1114057	03/21/23	Accounts Payable	YAZZIE'S AUTO PARTS INC	926.23
NBAZ - Warrant Clearing Account	Check	1114058	03/23/23	Accounts Payable	AZ ASSOCIATION FOR PROPERTY & EVIDENCE	315.00
NBAZ - Warrant Clearing Account	Check	1114059	03/23/23	Accounts Payable	SAMUEL TODD GARDNER	1,490.66
NBAZ - Warrant Clearing Account	Check	1114060	03/23/23	Accounts Payable	GLENDA MAE WHEELER	345.98

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

3/27/23



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 minutes dated March 7, 2023

BOS Meeting Date Requested

4/4/23

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PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING

March 7, 2023  
St. Johns, Arizona

Present were, Chairman Alton Joe Shepherd, Vice Chairman Nelson Davis and Supervisor Joe Shirley, Jr. Also present, County Manager/Clerk of the Board Ryan Patterson, County Attorney Michael Whiting and Chief Deputy Attorney Celeste Robertson.

Chairman Shepherd called to order the Board of Supervisors meeting at 8:30 a.m. in the Board of Supervisors' chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Matt Fish gave the invocation.

Kimberly Cole led the Pledge of Allegiance.

Chairman Shepherd called for the Health District items.

Kimberly Cole, Health Director, requested approval of the Intergovernmental Agreement Contract Number CTR058097, Amendment #2, to the COVID-19 Expansion Project, to extend through July 31, 2024. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Kimberly Cole, Health Director, requested approval of Intergovernmental Agreement Senate Bill 1847 Funding Contract Number CTR059345 in the one-time amount of \$50,000 for a five-year period. This funding will be used to offset the costs of court ordered evaluations and restoration to competency expenses. This is a new funding opportunity for FY23. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Kimberly Cole, Health Director, requested approval of the continuing Medical Consultant Agreement with North Country Healthcare. This agreement allows our clinic to operate under the direction of a licensed physician. Compensation for these services is \$10,000 annually in bi-annual installments. This has been budgeted for in FY23.

**Mr. Shirley moved to adjourn the Health District meeting, seconded by Mr. Davis.** Vote was unanimous.

Chairman Shepherd called for the regular agenda items.

Matt Fish, Community Development Director, presented the item, following a public hearing, discussion and possible approval of a Third Amended Plat of the Hidden Paradise Subdivision allowing John Georgiu to split his +/- 5.06-acre lot and create four (4) +/- 1.26 acre lots. The Apache County Planning & Zoning Commission recommended approval on January 5, 2023. Property is located in Vernon, Arizona at 60 ACR 8405. A.P.N 106-25-004A. **Mr. Shirley moved to open the public hearing, seconded by Mr. Davis.** Vote was unanimous. There was

no one wanting to address the Board during the public hearing. **Mr. Davis moved to close the public hearing, seconded by Mr. Shirley.** Vote was unanimous. **Mr. Shirley moved to approve the amended plat, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson presented the Consent Agenda items A-G. **Mr. Shirley moved approval, seconded by Mr. Davis.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between February 7, 2023 to March 7, 2023. Payee Amount 4IMPRINT 46,530.53 ALLEGRA 2,031.44 AMAZON CAPITAL SERVICES INC 3,720.79 BAUMAN HOME AND AUTO INC 3,272.60 BLUE HILLS ENVIRONMENTAL 42,510.75 BOOT BARN 3,022.59 BRAD HALL & ASSOCIATES INC 89,893.50 CDW GOVERNMENT LLC 130,022.50 CEDAR GROVE WATER CO 1,157.15 John Lucas COMMUNITY BROADBAND ADVOCATES LLC 20,950.50 COURTESY CHEVROLET 242,454.28 DESERT MOUNTAIN CORPORATION 5,275.27 EM HALE LAW 1,456.00 EMPIRE MACHINERY 347,699.46 FERRELLGAS 2,600.58 HATCH TOYOTA 86,533.07 HUBBARD MERRELL ENGINEERING CORPORATION 6,500.00 NAPA 1,465.28 NAVAJO TRIBAL UTILITY AUTHORITY 11,494.62 NAVAJO WESTERNERS 1,705.98 NTUA WIRELESS, LLC 5,245.02 POWER FORD 2,217.81 PREMIUM PROPANE LLC 1,383.22 QUILL CORP 2,622.60 PRESTON MAURICE RABAN 4,675.00 RDO EQUIPMENT CO 9,683.14 RHINEHART OIL CO 14,030.75 RIGG LAW FIRM PLLC 5,000.00 SECURUS TECHNOLOGIES INC 1,406.67 SIERRA PROPANE 2,469.40 SOUTHERN TIRE MART LLC 3,364.94 STREET COP TRAINING LLC 1,797.00 THE UNIVERSITY OF ARIZONA 7,500.00 TREAD MASTERS TIRE & LUBE 1,243.96 TWIN ARROWS NAVAJO CASINO RESORT 20,466.62 VERIZON WIRELESS 2,335.64 SAMUEL A WOOD 1,098.38 WOODLAND BUILDING CENTER C/O NATIONS BEST 1,455.65 APACHE COUNTY HSA 4,651.90 APACHE COUNTY MEDICAL 175,871.50 APACHE COUNTY TAX WITHHOLDING 175,382.55 ASRS LEGACY EORP 10,075.98 AZ STATE RETIREMENT SYSTEM 141,985.77 COLONIAL LIFE AND ACCIDENT INS 1,164.31 CORRECTIONS OFFICER RET PLAN 11,391.59 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,684.53 EORP LEGACY 2,777.35 NATIONWIDE 3,718.04 NATIONWIDE TRUST FSB 2,767.57 PUBLIC SAFETY PERSONNEL 401 14,035.08 PUBLIC SAFETY SHERIFF RET 11,304.09 SUPPORT PAYMENT CLEARINGHOUSE 1,199.50 ALTON JOE SHEPHERD 1,268.24 SHI INTERNATIONAL CORP 6,405.61 BV'S AUTO GLASS N TIRES LLC 1,793.52 NATIONAL BANK 18,481.78 NATIONAL BANK OF ARIZONA 0285 4,439.95 ADVANCED AIR SYSTEMS LLC 2,479.00 ALLEGRA 9,083.77 AMAZON CAPITAL SERVICES INC 5,579.94 AMERIGAS - GALLUP 1,072.56 AZ SUPREME COURT 7,500.00 AZ SUPREME COURT 3,120.00 BAUMAN HOME AND AUTO INC 1,518.29 BRAD HALL & ASSOCIATES INC 30,328.81 CDW GOVERNMENT LLC 2,162.57 DANIEL J CHRISTIANO PHD 1,000.00 DONALD KEVIN DAVIS 2,500.00 DAY CUSTOMS AUTOMOTIVE 1,231.21 DELL COMPUTER CORPORATION 45,314.82 EMPIRE MACHINERY 3,803.60 GLAXO SMITHKLINE PHARMACY 3,664.46 GROVER HILLS CONSTRUCTION LLC 131,920.67 KLINT HEAP 1,409.01 ROBERT JAMES HIGGINS 2,355.08 HIGH COUNTRY PROPANE 2,066.94 HILLYARD/FLAGSTAFF 1,412.05 HINTON BURDICK PLLC 11,800.00 INGRAM LIBRARY SERVICES 2,426.99 TYRON JENSEN 1,459.22 JONES OUTDOOR ADVERTISING INC 2,595.60 LAW OFFICE OF MICHAEL S PENROD PLC 11,264.00 LESUEUR ADVANCE

AUTOMOTIVE LLC 2,791.96 O'REILLY AUTO PARTS 2,433.36 OVERDRIVE INC 3,345.07 PIMA COUNTY MEDICAL 6,000.00 PREMIUM PROPANE LLC 3,732.04 QUILL CORP 3,273.79 R&S NORTHEAST LLC 1,589.32 RHINEHART OIL CO 8,895.15 RUSH TRUCK CENTER 2,731.71 SANOFI PASTEUR INC 5,172.55 SITECH SOUTHWEST LLC 96,417.07 SPARKLETTS WATER 1,342.50 STANTEC CONSULTING SERVICES 14,726.73 THE AARONS COMPANY LLC 3,000.00 THE ARIZONA PARTNERSHIP FOR IMMUNIZATION 1,517.83 TRAVEL LEADERS 1,995.20 WAGNER EQUIPMENT CO 1,036.17 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 10,615.58 WHITE MOUNTAIN STEEL LLC 2,081.86 WRIGHT EXPRESS FSC WEX 3,155.83 AMAZON CAPITAL SERVICES INC 3,819.29 AMIGO CHRYSLER DODGE JEEP RAM 7,695.01 AZ COUNTIES INSURANCE POOL 6,613.42 AZ DEPT OF RISK MANAGEMENT 1,545.22 AZLGEBT 12,770.00 BARBI INC 2,879.00 BREWER LAW OFFICE PLLC 8,500.00 CATERPILLAR FINANCIAL SERVICES CORPORATION 23,297.52 DESERT MOUNTAIN CORPORATION 3,761.60 EATON SALES & SERVICE 9,521.03 FRONTIER 1,866.10 GALL'S INC 1,380.36 GALLUP BLUEPRINT 1,041.00 HAMBLIN LAW OFFICE PLC 8,500.00 GENEVA L JACKSON 2,070.83 DAVID LAMM 1,699.16 MARSHALL AND SWIFT BOECKH LLC 1,060.15 NAVAJO TIMES PUBLISHING COMPANY INC 1,755.36 NAVAJO TRIBAL UTILITY AUTHORITY 1,080.69 NAVOPACHE ELECTRIC COOPERATIVE 11,231.92 O'REILLY AUTO PARTS 1,216.81 OFFICE OF THE AUDITOR GENERAL 9,000.00 OVERDRIVE INC 1,571.30 DANA BRYCE PATTERSON 8,500.00 PERFECT PRINTZ LLC 5,796.26 PREMIUM PROPANE LLC 1,400.05 QUALITY CARQUEST 1,568.09 QUILL CORP 1,711.58 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00 RDO EQUIPMENT CO 3,955.59 RIM COUNTRY POWER SPORTS LLC 3,290.67 SALT RIVER PROJECT - SRP - MARS 1,091.00 SANTANDER BANK NA 66,455.01 SECURUS TECHNOLOGIES INC 2,749.23 SIERRA PROPANE 6,105.44 SOUTHERN TIRE MART LLC 6,075.93 ST JOHNS CITY 1,765.99 THE GUIDANCE CENTER 3,700.00 THOMSON REUTERS WEST 3,735.00 TRINITY SERVICES GROUP INC 21,791.28 TYLER TECHNOLOGIES INC 2,545.00 VANAFIRE LLC 35,000.00 VERIZON WIRELESS 1,591.10 WHITE MOUNTAIN COMMUNICATIONS 1,150.05 WHITE MOUNTAIN PUBLISHING CO 1,815.74 MICHAEL B WHITING 1,185.51 WOODLAND BUILDING CENTER C/O NATIONS BEST 6,296.53 REDACTED 1,108.00 YAZZIE'S AUTO PARTS INC 1,922.50 APACHE COUNTY HSA 4,651.90 APACHE COUNTY MEDICAL 173,766.42 APACHE COUNTY TAX WITHHOLDING 182,652.69 ASRS LEGACY EORP 10,075.98 AZ STATE RETIREMENT SYSTEM 130,121.55 COLONIAL LIFE AND ACCIDENT INS 1,164.31 CORRECTIONS OFFICER RET PLAN 12,002.68 CORRECTIONS OFFICER RETIREMENT PLAN 520 1,602.20 EORP LEGACY 2,777.35 NATIONWIDE 3,228.22 NATIONWIDE TRUST FSB 2,842.57 PUBLIC SAFETY PERSONNEL 40114,035.08 PUBLIC SAFETY SHERIFF RET 11,034.12 SUPPORT PAYMENT CLEARINGHOUSE 1,170.50 NAVAJO TRIBAL UTILITY AUTHORITY 6,174.89 A-1 GLASS AND MIRROR INC 1,546.66 ALSICO INC 1,035.47 AMAZON CAPITAL SERVICES INC 4,307.77 APACHE COUNTY PROBATION DEPARTMENT 3,282.00 AZ DEPT OF HEALTH SERVICES 1,130.00 AZLGEBT 355,102.36 BACKWOODS TEES LLC 1,336.48 BAUMAN HOME AND AUTO INC 3,011.66 BECK'S BILLIARDS 2,602.60 MARLEITA BEGAY 1,194.80 BLADES GROUP LLC 3,534.00 CRESCENT ELECTRIC SUPPLY CO 2,282.38 EMPIRE MACHINERY 3,987.60 FERRELL GAS 1,233.58 GOLIGHTLY TIRE 11,334.12 HAMBLIN & ASSOCIATES LLC 9,850.00 ILLYARD/FLAGSTAFF 1,523.78

HINTON BURDICK PLLC 15,400.00 HS GOVTECH USA INC 2,400.00 LAWSON PRODUCTS INC 1,572.10 NAVAJO NATION 1,200.00 NAVAJO TRIBAL UTILITY AUTHORITY 1,575.53 NAVOPACHE ELECTRIC COOPERATIVE 22,848.47 PINAL COUNTY ARIZONA 31,577.00 POWERSCREEN WESTERN LLC 17,783.07 PREMIUM PROPANE LLC 2,858.82 QUILL CORP 1,919.06 RHINEHART OIL CO 18,590.04 RIGG LAW FIRM PLLC 1,360.00 ROGUE FITNESS 1,464.06 RUSH TRUCK CENTER 1,473.34 SIERRA PROPANE 2,469.50 SOUTHERN TIRE MART LLC 6,601.85 ST JOHNS EMERGENCY SERVICES 1,186.98 STANTEC CONSULTING SERVICES 5,474.75 SYMBOL ARTS 1,779.39 TRANE US INC 5,918.94 WHITE CAP LP 1,162.71 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,011.78 YAZZIE'S AUTO PARTS INC 7,357.94 Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated February 7, 2023. C. Request approval of a resolution to accept Pascua Yaqui Tribe grant funds on behalf of the Concho Fire District.

RESOLUTION NUMBER: 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA,  
ACCEPTING GRANT MONEY FROM PASCUA YAQUI TRIBE GAMING REVENUE  
SHARING FUNDS PROGRAM FOR PURCHASE OF EQUIPMENT

WHEREAS, the Concho Fire District is in need of Firefighting Turnout Gear (PPE-complete ensembles-jacket, pants, particulate blocking hood, gloves, boots and helmets).

WHEREAS, the Concho Fire District is in urgent need of new Firefighting Turnout Gear to replace outdated gear (greater than 10 years from manufacture) for the health and safety of its firefighters; provide turnout gear to firefighters presently without NFPA compliant turnouts and to comply with NFPA standards regarding health and safety by providing 2 sets of turnouts for each firefighter.

WHEREAS, the Concho Volunteer Fire Department has applied for a grant to purchase such equipment with the Pascua Yaqui Tribe Gaming Revenue Sharing Funds Program (GRSFP); and

WHEREAS, Pascua Yaqui Tribe Gaming Revenue Sharing Funds Program (GRSFP) has made a favorable recommendation to make the grant in the amount of \$125,778, pending resolution of the Apache County Board of Supervisors being in support of the acquisition/accepting these monies;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Apache, Arizona as follows:

That the grants funds proposed by the Pascua Yaqui Tribe Gaming Revenue Sharing Fund Program (GRSFP) in the amount of \$125,000 for the purchase of Firefighting Turnouts-complete Ensembles be acknowledged and accepted.

PASSED AND ADOPTED by the Board of the County of Apache, Arizona, this 7<sup>th</sup> day of March 2023.

ATTEST:

/s/ Alton Joe Shepherd, Jr.  
Chairman of the Board

/s/ Ryan N. Patterson  
Clerk of the Board

County Attorney's Office: D. Request approval of an opioid litigation settlement with Teva, Allergan, CVS, Walgreens and Walmart; with administration and distribution through the One Arizona Agreement, previously approved by unanimous vote. E. Request approval to raise the salary range for the Law Clerk position to Range 50. School Superintendent's Office: F. Request approval of a professional services contract with Jodi Rothlisberger and will not affect the general fund budget. G. Request approval of a professional services contract with Heinfeld, Meech & Co and will not affect the general fund budget. Vote was unanimous for approval of the Consent Agenda items A-G.

Angela Romero, Election Director, requested approval, based on the recommendation of the Republican Party County Chairman, Alan Barwick, determine vacancies exist in the office of precinct committeeman and appoint Richard King for the Nutrioso Precinct. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Troy Czarnyszka, on behalf of Superior Court, presented the item pursuant to ARS 12-121 & 12-144, discussion, and possible approval of the reappointment of Judge Garrett Whiting as a full-time Superior Court Judge Pro Tempore, and the reappointment of part-time Judge Robert Higgins. The appointments shall begin July 1, 2023 and end June 30, 2024. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson, on behalf of the St. Johns Constable, requested the item to accept a grant in the amount of \$6,592.44 from the Constable Ethics, Standards and Training Board for the purpose of purchasing updated body armor for all three constables in each justice court precinct with no matching funds required or additional cost to the County be removed from the agenda. Chairman Shepherd removed the item. No action was taken.

Heather Van Der Noord, on behalf of Emergency Management, requested approval of Amendment #1 to Grant Agreement HFI21-311 between Apache County and the AZ DFFM for a modification of the original location of the scope of work. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Chief Deputy Sheriff Roscoe Herrera requested approval to accept a contribution from Operation Underground Railroad, a non-profit organization that exists to protect children from sex trafficking and sexual exploitation. Chief Herrera stated the contribution will be utilized to purchase one fixed license Plate Reader system to be installed within Apache County. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson presented the notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed or taken.

- The Eastern Arizona Counties Organization meeting on March 15, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

- Small Counties Forum meeting on March 15, 2023, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on March 16, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

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

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

Approved this 4<sup>th</sup> day of April, 2023.

ATTEST:

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Alton Joe Shepherd  
Chairman of the Board

---

Ryan N. Patterson  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

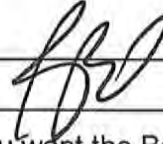
date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

3/7/23



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

Request approval of a resolution authorizing the renewal of Apache County's membership in the Arizona Local Government Employee Benefit Trust and appointment of trustees to serve during the renewal period.

BOS Meeting Date Requested \_\_\_\_\_


4/29/23

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PRE-AGENDA ITEM REVIEW

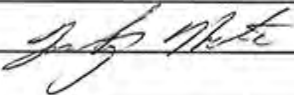
Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_



Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_



Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

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

NELSON DAVIS  
VICE CHAIRMAN 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 N. PATTERSON  
MANAGER-CLERK  
ST. JOHNS, AZ 85936

**RESOLUTION NO. 2023- \_\_**

**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, 2023; 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**, the County requested that their membership be renewed and such approval was granted at the meeting of the Trust Board held on March 3, 2023; 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, 2023 and terminating on June 30, 2026; 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, 2023 until the appointment of a duly-qualified successor:

Trustee: County Manager

Alternate Trustee: Human Resources Director

**APPROVED AND ADOPTED** this 4<sup>th</sup> day of April, 2023.

---

Alton Joe Shepherd  
Chairman, Board of Supervisors

ATTEST:

---

Ryan N. Patterson  
Clerk of the Board

APPROVED AS TO FORM:

---

Michael Whiting  
County Attorney

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

3/21/23



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

Request approval of a resolution designating the month of April as National County Government Month and recognize this year's theme as "Counties Rise!".

BOS Meeting Date Requested \_\_\_\_\_

4/4/23

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_



Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_



Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_



RYAN N. PATTERSON  
MANAGER-CLERK  
ST. JOHNS, AZ 85936

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

P.O. BOX 428  
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TELEPHONE: (928) 337-7503  
FACSIMILE: (928) 337-2003

JOE SHIRLEY, JR.  
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P.O. Box 428, St. Johns, AZ 85936

**Celebrating April 2023 as  
National County Government Month  
Resolution 2023-\_\_\_\_\_**

**WHEREAS**, counties are one of America's oldest forms of government, dating back to 1634 when the first county governments (shires) were established in Virginia; and

**WHEREAS**, the nation's 3,069 counties serve more than 330 million Americans with essential services to create healthy, vibrant and safe communities; and celebrating this year's National Association of Counties theme of "Counties Rise" to spotlight the vital role counties play; and

**WHEREAS**, Apache County and all counties take pride in our responsibility to protect and enhance the approximately 72,000 residents Apache County serves to provide essential services in efficient and cost effective ways; and

**WHEREAS**, Apache County employees work diligently and with commitment to innovation and creativity to: build infrastructure, maintain roads, provide land use and economic development policies, maintain public safety, provide healthcare, administer justice, keep communities safe, run clean elections, among many other public service functions of our organization; and

**WHEREAS**, Apache County takes pride in our responsibility to protect and enhance the health, welfare and safety of its wide diversity of people, culture, and landscape in cost-effective ways; and

**WHEREAS**, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities and in recognition of the leadership, innovation and valuable service provided by Apache County and its employees;

**THEREFORE**, be it resolved that in the spirit of encouraging all citizens and organizations to recognize the important role and contributions of Apache County and its employees who work in public service, we do hereby recognize and celebrate April, 2023 as “Counties Rise” National County Government Month.

Signed this 4<sup>th</sup> day of April 2023.

ATTEST:

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Alton Joe Shepherd  
Chairman of the Board

---

Ryan N. Patterson  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

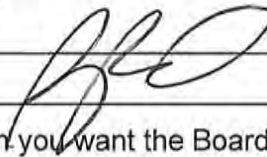
date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

3/27/23



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

Request approval of the adoption of a proclamation and resolution declaring April as Fair Housing Month in Apache County.

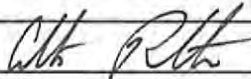
BOS Meeting Date Requested \_\_\_\_\_

4/4/23

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_



Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_



Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_



RYAN N. PATTERSON  
MANAGER-CLERK  
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

JOE SHIRLEY, JR.  
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VICE CHAIRMAN OF THE BOARD  
DISTRICT III  
P.O. Box 428, St. Johns, AZ 85936

## FAIR HOUSING RESOLUTION 2023-\_\_

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.

**W**HEREAS, 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

**W**HEREAS, 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

**W**HEREAS, fairness is the foundation of the American system and reflects traditional American values; and

**W**HEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

**N**OW, THEREFORE, BE IT RESOLVED THAT Board of Supervisors of Apache County hereby wish all persons living, working, doing business in or traveling through Apache 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 County of Apache 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 the County of Apache 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 the County of Apache 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 of Apache shall undertake the following actions to additionally "affirmatively further fair housing:"

Post this Resolution in Apache County Community Buildings.

Make fair housing and housing discrimination information available to the citizens of Apache County.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY ON THIS 4<sup>TH</sup> DAY OF APRIL, 2023.

---

Alton Joe Shepherd  
Chairman of the Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

---

Ryan N. Patterson  
Clerk of the Board

---

Michael Whiting  
County Attorney



RYAN N. PATTERSON  
MANAGER-CLERK  
ST. JOHNS, AZ 85936

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

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FACSIMILE: (928) 337-2003

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

## FAIR HOUSING PROCLAMATION

**W**HEREAS, 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

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

**W**HEREAS, April has traditionally been designated as Fair Housing Month in the United States;

**N**OW, THEREFORE, the Apache County Board of Supervisors 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.

ATTEST:

---

Alton Joe Shepherd  
Chairman of the Board

---

Ryan N. Patterson  
Clerk of the Board

Signed this 4<sup>th</sup> day of April, 2023.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Date/Time stamp

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

County Manager

Date/Signature:

3/27/23



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

Request approval of an application and resolution to accept Gila River grant funds on behalf of the Vernon Fire District.


BOS Meeting Date Requested

4/4/23

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



*Gila River Indian Community Grant Application  
Grant Cycle 2023*

**Cover Sheet**

Click field or use up/down arrow keys to move among fields

Municipality Information	
1. Date of Application: 3/31/2021	
2. Name of City, Town or County: Apache County	
3. Mayor (City or Town) or Board of Supervisor's Chairman (County): Chairman Alton Joe Shepherd	
4. Mailing Address: 75 West Cleveland Street, Saint Johns, AZ 85936	
5. City: Saint Johns	State: Arizona      Zip Code: 85936
6. Acknowledgement of Submission by Authorized Municipality Representative: Typed Name/Title: Alton Joe Shepherd, Chairman of the Board Email Address: <a href="mailto:bbond@co.apache.az.us">bbond@co.apache.az.us</a> Signature:	
Applicant Information	
7. Department/Organization Name: Vernon Fire District	
8. Select Organization Type: 501c3 Non-Profit       If Non-profit please attach IRS Determination Letter	
9. Application Contact Person: Nick Perrone Title: Assistant Chief	
10. Phone Number: 928-537-4895	
11. Mailing Address: PO Box 400	
12. City: Vernon	State: Arizona      Zip Code: 85940
13. Email Address: Nick.Perrone@vfdmail.org      Website Address: <a href="https://vernonfiredistrict.org">https://vernonfiredistrict.org</a>	
Project Information	
14. Project Name: Equipping Firefighters with Apparatus	
15. Purpose of Grant: Grant funds will be used to procure a Water Tender for fire suppression in the District.	
16. Priority Funding Area	Public Safety
17. Annual amount requested	\$450,000.00
18. Number of years that funding is requested	1
19. Total amount requested (annual amount x number of years)	\$450,000.00
20. Has your organization received past funding from GRIC? If yes, list each year and amount	No.
21. Geographic area served	Vernon Fire District boundaries, and surrounding communities.

<b>For Office Use Only:</b>		
Data Entry	Receipt	Evaluation
<input type="checkbox"/> Approval – Amount/Term		<input type="checkbox"/> Denial

JOE SHIRLEY, JR.  
MEMBER OF THE BOARD  
DISTRICT I  
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ALTON JOE SHEPHERD  
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**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

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



RYAN N. PATTERSON  
MANAGER-CLERK  
ST. JOHNS, AZ 85936

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,  
ARIZONA, ACCEPTING GRANT MONEY FROM GILA RIVER INDIAN  
COMMUNITY FOR PURCHASE OF EQUIPMENT IF GRANT IS OFFERED.  
2023-\_\_**

**WHEREAS**, the Vernon Fire District has identified the need to replace a necessary Water Tender for fire suppression in the district and,

**WHEREAS**, Vernon Fire District wishes to apply for a \$450,000.00 grant to procure a Water Tender with the Gila River Indian Community and;

**WHEREAS**, As required by the application process Vernon Fire District is requesting a signature of acknowledgement (item 6) on the submission of the Gila River Indian Community grant application cover sheet and;

**WHEREAS**, if Gila River Indian Community makes a favorable recommendation to grant Vernon Fire District **\$450,000.00** that the Apache County Board of Supervisors accept these monies on behalf of Vernon Fire District.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Apache, Arizona as follows:

That we sign item 6 acknowledgement of submission on the Gila River Indian Community grant application cover sheet and if Gila River Indian Community makes a favorable recommendation to grant Vernon Fire District **\$450,000.00** that the Apache County Board of Supervisors accept these monies on behalf of Vernon Fire District.

Passed and Adopted by the Board of Supervisors of Apache County this 4<sup>th</sup> day of April, 2023.

ATTEST:

\_\_\_\_\_  
Alton Joe Shepherd  
Chairman of the Board

\_\_\_\_\_  
Ryan N. Patterson  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Attorney's Office

Date/Signature: February 28, 2023

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 amend Section 1.7 of the Apache County Human Resources Policy Manual to increase the relocation reimbursement allowance to ~~\$2,000~~

BOS Meeting Date Requested March 7, 2023

11,000

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

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

## **1.7 RELOCATION ALLOWANCE**

### **1.71 Policy:**

Apache County may reimburse up to \$1,000 of actual relocation expenses incurred by a new employee who relocates to the County. All reimbursements shall comply with Section 6: Travel Policies and Procedures. The decision to reimburse these expenses shall be approved by the Board of Supervisors.

### **1.72 Coverage:**

*Nothing in this policy modifies or waives the "at will" status of an unclassified employee.*

### **1.73 Qualifying Criteria:**

All of the following conditions must be met for the new employee to qualify for the relocation allowance:

- A. The expenses must be incurred as a direct result of the relocation.
- B. The expenses must be incurred within three months of beginning employment with Apache County.
- C. The move must begin outside Apache County and involve a distance greater than 175 miles.
- D. The employee must be hired to a professional or managerial position.
- E. The expenses must not be reimbursable through any other program or resource.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

DATE/TIME: 2/27/23

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

Apache County Attorney's Office

Date/Signature: February 27, 2023

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 adopt professional recruitment allowance policy.

BOS Meeting Date Requested

March 7, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature



Finance Review: \_\_\_\_\_

Signature



Human Resources Review: \_\_\_\_\_

Signature

Other Review: \_\_\_\_\_

Signature

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

## **7.8 PROFESSIONAL RECRUITMENT REIMBURSEMENT**

### **7.81 Policy:**

Apache County may reimburse up to \$900 of actual recruitment expenses incurred by an individual who travels to the County for the purpose of interviewing for a professional or managerial position within a County Office or Department. Qualifying expenses include but are not limited to airfare, mileage, rental car expenses, taxi/uber, lodging and associated expenses. All reimbursements shall comply with Section 6: Travel Policies and Procedures.

Reimbursement under this policy shall come from the Elected Official's or Department Head's budget, and reimbursement under this policy shall be at the sole discretion of the Elected Official or Department Head.

### **7.82 Coverage:**

*Nothing in this policy waives the "at will" status of an unclassified employee.*

### **7.83 Qualifying Criteria:**

All of the following conditions must be met for an individual to qualify for the professional recruitment reimbursement:

- A. The expenses must be incurred as a direct result of traveling to Apache County to interview for a position within a County Office or Department;
- B. The recruitment travel must begin at least 175 miles from the Apache County office where they will be interviewing.
- C. The individual must be interviewing for an unclassified professional or unclassified managerial position;
- D. The expenses must not be reimbursable through any other program or source;
- E. The individual must not have previously been reimbursed under this policy; and
- F. The individual must provide documentation of actual expenses incurred and will be reimbursed when such documentation is approved by signature of the Elected Official or Department Head.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: \_\_\_\_\_



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

District II: Request authorization to hire a Field Operations Manager (Range 52) within the salary range.

BOS Meeting Date Requested: April 4, 2023

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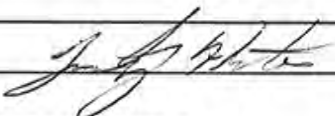
PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

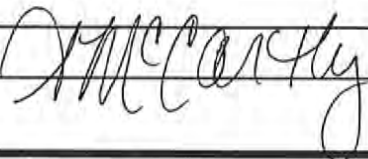
Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_



Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_



Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Joy Whiting: Apache County School Superintendent's Office

Date/Signature: March 14, 2023

*Joy Whiting*

Describe in detail what you want to say to the Board and what action you want the Board to take: Discussion and possible approval for the Red Mesa School District to levy for a cash deficit in accordance to ARS 15-992(F)(10).

BOS Meeting Date Requested: April 4, 2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature: *Alth Rth*

Finance Review:

Signature: *Joy Whiting*

Human Resources Review:

Signature:

Other Review:

Signature:

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



# Red Mesa Unified School District #27

HC 61 Box 40 – HWY 160 MP 448, Teec Nos Pos, AZ 86514 · Ph: (928) 656-4100 / Fax: (928) 656-4106  
<https://www.rmUSD.net> - Dr. Amy Fuller, Superintendent · [AFuller@rmUSD.net](mailto:AFuller@rmUSD.net) · (928) 656-4108/4113

February 7, 2023

Apache County Superintendent of Schools

Superintendent Whiting,

The Red Mesa Unified School District #27 has discussed and approved this letter at an open Regular Board Meeting on February 7, 2023. We represent about 500 students and over 2,000 parents/guardians and family members in our community. We are asking you to present to the County Board of Supervisors our financial situation and ask for their approval for RMUSD to levy for a cash deficit for \$7,548,174 in accordance with ARS 15-992.F.10. This will increase the levy to the maximum rate as defined in ARS 42-17151 and trigger the use of additional State Aid to remedy the shortfall. Mr. Jeremy Calles has stated that he is willing to make a presentation to you demonstrating that this is the projected deficit for the 2022-23 fiscal year and how it has accrued over time. He also shared that presentation with our RMUSD Board with the District Council's support on the same date.


Using the words from Mr. Calles prior communication to you for clarity and accuracy:

*ARS 15-992.F.10 (printed below) specifically calls for your involvement in this process*

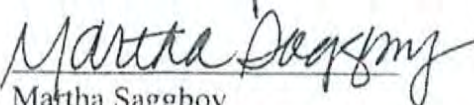
*Mr. Calles already talked with the Arizona Department of Education who also agrees and it's ready to make the Additional State Aid payment of over \$7 million after they receive your tax rate document showing how much the District exceeds the maximum tax rate. RMUSD is simply requesting that you present this to the County Board of Supervisors for approval and send the Excel file over to ADE afterward.*

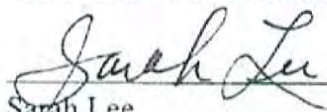
RMUSD has several projects that are time sensitive and dependent on these steps taking place. These include the replacement of the football field, providing matching funds for the Clean School Bus Program for Electric Buses and several other pertinent projects. If you need additional support or assistance to support the levy for the cash deficit, please let us know.

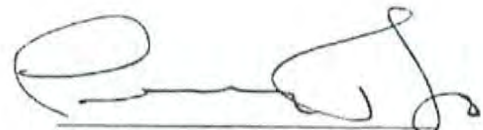
Respectfully,

  
Ernest H. Begay  
Gov. Board President

  
Minnie John  
Gov. Board Vice President

  
Martha Saggboy  
Gov. Board Member

  
Sarah Lee  
Gov. Board Member

  
Perry Tso  
Gov. Board Member

**Governing School Board**

Ernest H. Begay  
President

Minnie John  
Vice President

Sarah Lee  
Member

Martha Saggboy  
Member

Perry Tso  
Member

## Beth Bond

---

**From:** Joy Whiting <joy.joywhiting@gmail.com>  
**Sent:** Sunday, March 19, 2023 4:26 PM  
**To:** Beth Bond  
**Cc:** Ryan Patterson  
**Subject:** agenda item  
**Attachments:** Red Mesa Levy Agenda Item Review Form.docx.pdf; Red Mesa Letter.pdf

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I trust this email

Report as malicious

Beth,

Can you please add this item to the next agenda review meeting. I am requesting this on behalf of the Red Mesa School Board, please see attached letter. I am also asking that it be put on the consent agenda.

Thank you

--



*This email has been scanned by Inbound Shield™.*

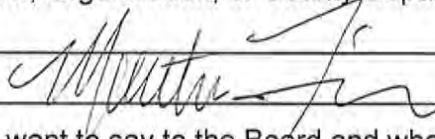
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature:



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

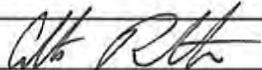
CONSENT AGENDA - Consideration, and possible recommendation for approval of a conditional use permit allowing TowerCom Verizon to construct a Wireless Communication facility and install a 100' MonoPine tower with an associated ground 50' x 50' equipment compound. The proposed tower will be disguised as a pine tree and designed to support additional commercial wireless tenants and public safety entities. Property is located at 42572 S. US 180 in Alpine, AZ 85920. A.P.N. 101-10-003. P&Z unanimously recommended approval March 2, 2023.

BOS Meeting Date Requested April 4, 2023

PRE-AGENDA ITEM REVIEW

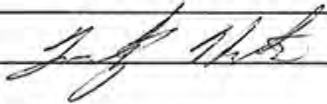
Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



# APACHE COUNTY — Community Development Department

P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7527 • Fax: (928) 337-7633

## CONDITIONAL USE PERMIT APPLICATION

### APPLICANT

Name TowerCom/Verizon

Mailing Address 8283 N Hayden Road, Suite 258  
Scottsdale AZ 85258

Contact Person Declan Murphy

Phone 602 326 0111 Fax \_\_\_\_\_

Email dmurphy@coal-creek.com

### PROPERTY INFORMATION

Assessor's Parcel # 101-10-003

Township 5 Range 30 Section 2

Subdivision \_\_\_\_\_

Unit # \_\_\_\_\_ Lot # \_\_\_\_\_

Address/Location 42572 S US 180, Alpine AZ 85920

Existing Zoning Agricultural

Existing Land Use Vacant

Lot Size \_\_\_\_\_

### CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

Requesting approval for a new Wireless Communication

Facility (WCF) disguised as a Pine Tree (MonoPine)

with an associated ground equipment compound.

Temporary Use: \_\_\_ Yes X No

### SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner.
- A non-refundable filing fee.
- Proof of Ownership.
- Application, photographs, diagrams, site plans with the setbacks noted, drainage report and any other required information. Please be precise and detailed.
- Citizen Review Process as listed in ordinance Section 1106. A list of names and addresses of all the property owners within 300 feet of subject property.
- ADOT permit granting ingress / egress assess
- Map to property.
- All required items need to be submitted to Planning & 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

Declan Murphy Date 1/17/23

#### Signature of Property Owner (if not the applicant)

\_\_\_\_\_ Date \_\_\_\_\_

### OFFICE USE ONLY

Received By [Signature] Date 2/1/23

Receipt # 18471 Fee 500

Permit # 2023-04

Related Cases \_\_\_\_\_

Appeal Filed By \_\_\_\_\_ Date \_\_\_\_\_

Receipt # \_\_\_\_\_ Fee \_\_\_\_\_

### COMMISSION ACTION

Approved  with Conditions  Denied

Resolution # \_\_\_\_\_ Date \_\_\_\_\_

Chairman Kay Lawrence Date Mar 3, 2023

### BOARD ACTION

Approved  with Conditions  Denied

Ordinance # \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

December 1, 2021

Apache County  
Community Development

---

Conditional Use Permit Condition(s)

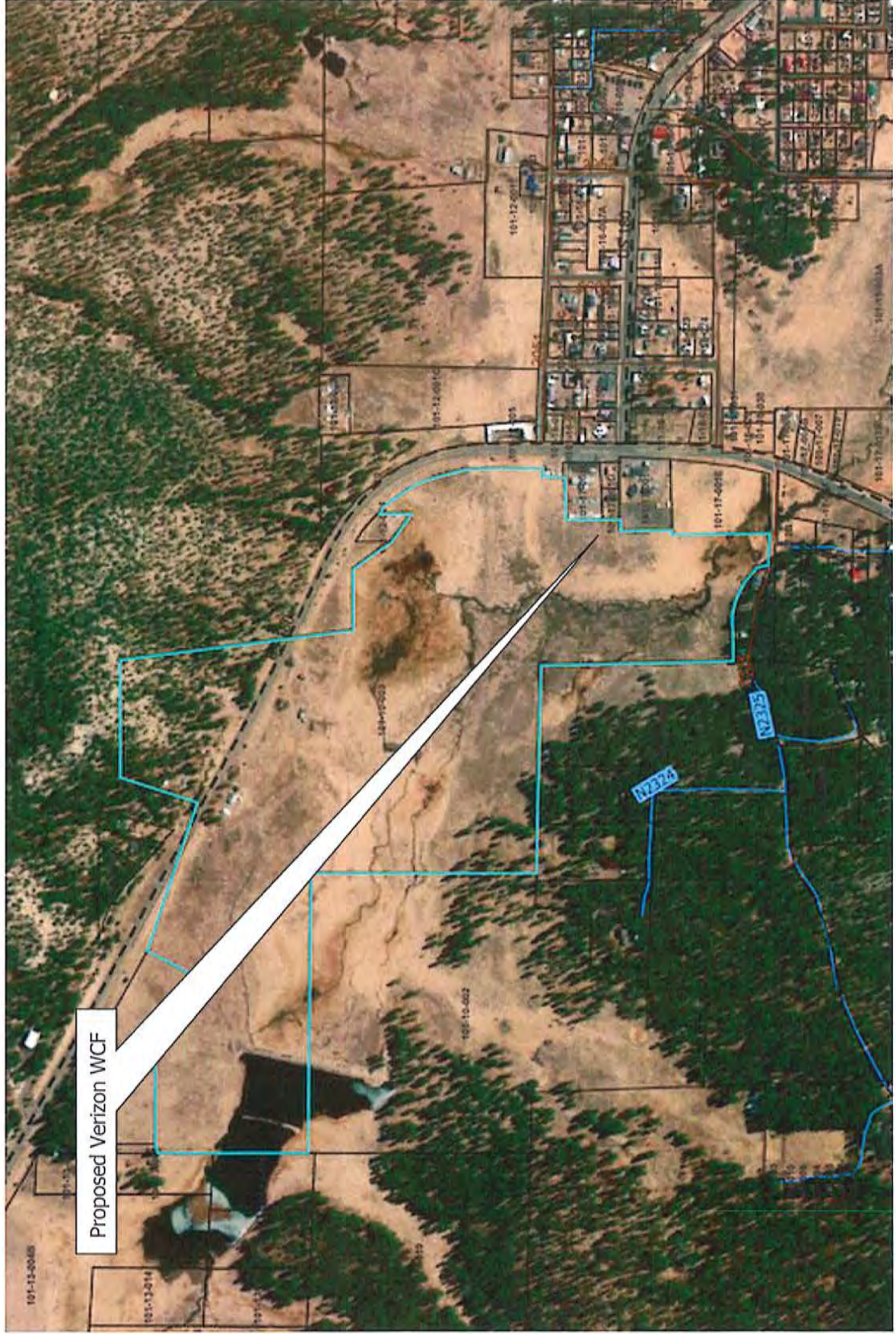
Name: TowerCom/Verizon

Permit # 2023-04

1. construction is started within one (1) year, if not started the applicant would need to come back to the commission with a new CUP.



AZ3 Coronado  
42572 S US 180, Alpine AZ 85920  
Parcel: 101-10-003





AZ3 Coronado  
42572 S US 180, Alpine AZ 85920  
Parcel: 101-10-003



Proposed Verizon WCF



### **Existing Conditions**

Verizon is committed to improving coverage and expanding network capacity to handle the growing demand for wireless services throughout Apache County. Verizon is currently trying to address the "Gap in Service" in the in and around the community of Alpine. In response, Verizon Wireless is proposing to place a new Wireless Communication Facility (WCF) on the subject property.

The proposed WCF will provide residents, visitors and businesses with highest quality reliable wireless services for both personal & business, in addition to enhancing high speed data and emergency services in the area.

### **Nature of Request**

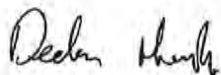
Co-location is always a first priority for Verizon as opposed to proposing a new WCF. Unfortunately, there are no existing co-location opportunities in the general area capable of accommodating Verizon's equipment. So Verizon is proposing a new 100' WCF disguised as a Pine Tree (MonoPine), that will include an associated equipment compound. The proposed site will be designed to accommodate multiple carriers.

After the initial construction, the facility will not generate any additional traffic in the neighborhood. Access to the proposed communication facility will be limited to routine maintenance, or in case of any technical breakdown. Maintenance typically occurs once every 4-6 weeks, and Verizon personnel will utilize existing access/parking on-site.

It is the goal of Verizon Wireless to service the area with more reliable wireless service. The proposed wireless communication facility will not increase the vehicular or pedestrian traffic; nor will it emit odor, dust, gas, noise, vibration, smoke, heat, glare or lower property values in the immediate area. Approving this application will allow Verizon to continue providing the best service possible.

Please let me know if you need any additional information.

Sincerely,



Declan Murphy for TowerCom/Verizon  
8283 N Hayden Road, Suite 258, Scottsdale AZ 85258  
Tel: (602) 326-0111  
Email: dmurphy@coal-creek.com

# Photo Simulations

Verizon AZ3 Coronado  
42572 S US 180, Alpine AZ 85920



Note: Simulations are an artistic illustration created to represent how the proposed project may look once constructed. Simulations are created to match the current design as accurately as possible but are not guaranteed.

# Photo Simulations

Verizon AZ3 Coronado  
42572 S US 180, Alpine AZ 85920



Before



After



Note: Simulations are an artistic illustration created to represent how the proposed project may look once constructed. Simulations are created to match the current design as accurately as possible but are not guaranteed.

# Photo Simulations

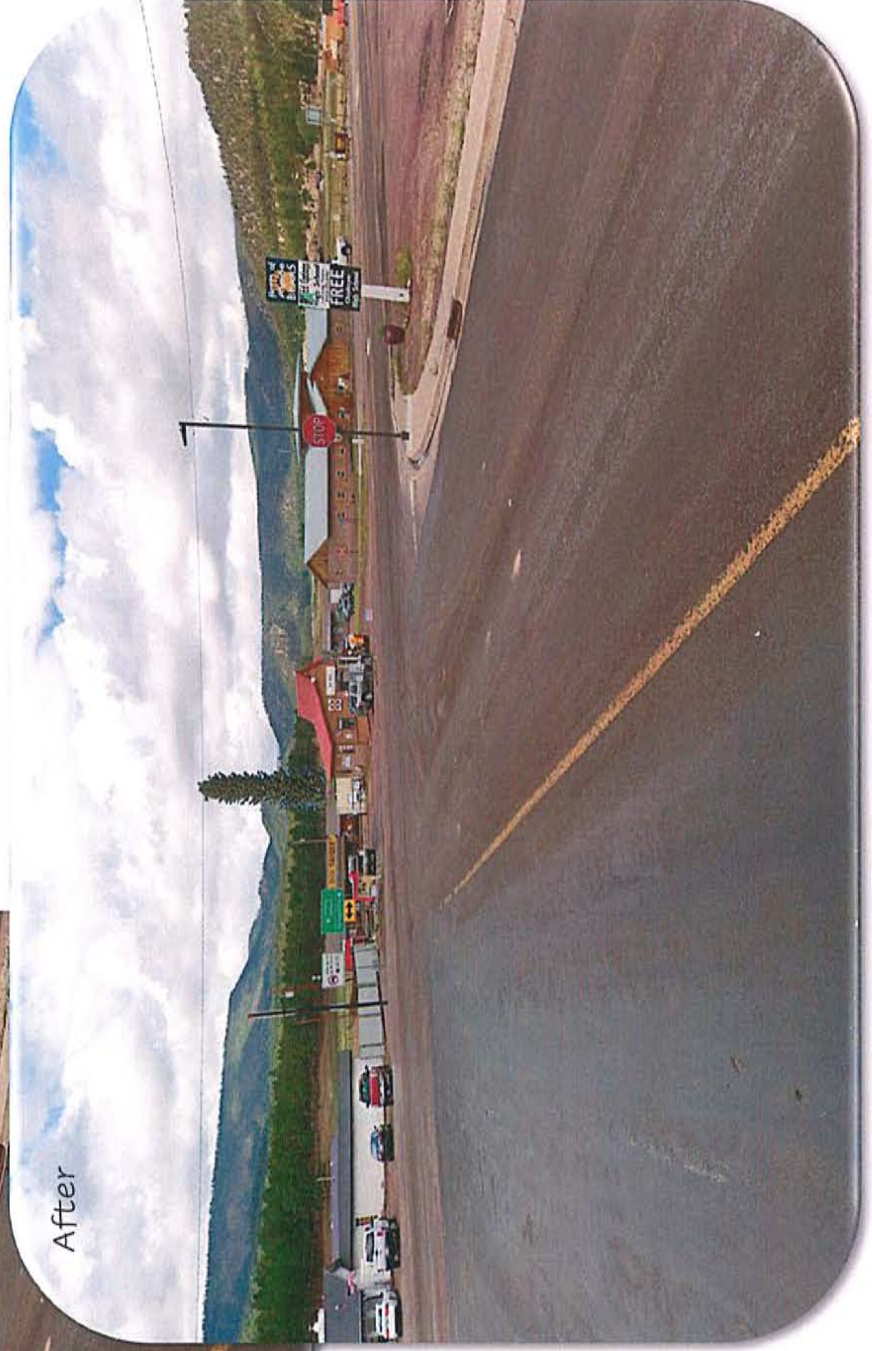
Verizon AZ3 Coronado  
42572 S US 180, Alpine AZ 85920



Before



After



Note: Simulations are an artistic illustration created to represent how the proposed project may look once constructed. Simulations are created to match the current design as accurately as possible but are not guaranteed.

# Photo Simulations

Verizon AZ3 Coronado  
42572 S US 180, Alpine AZ 85920

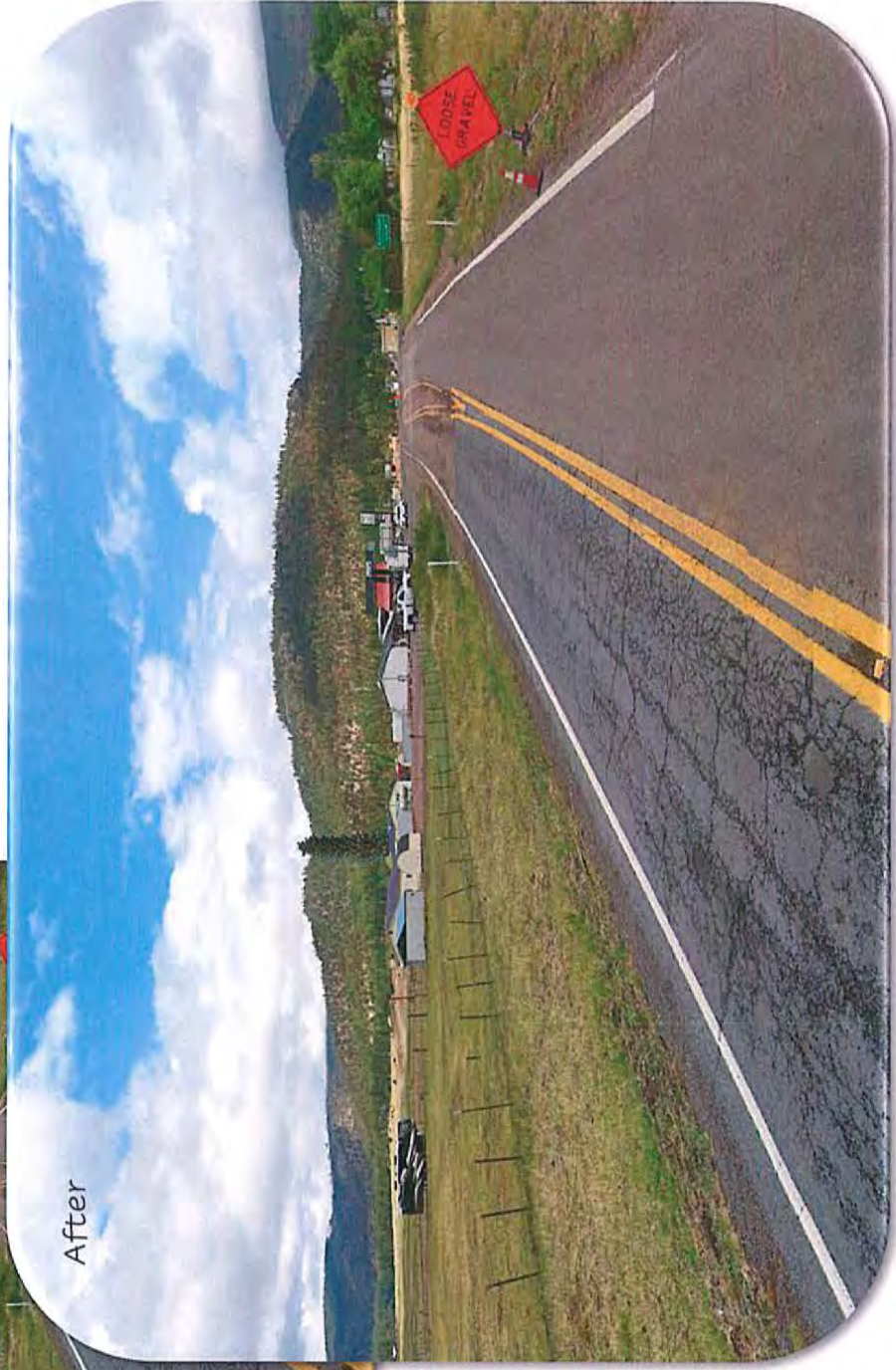


Before



View 3

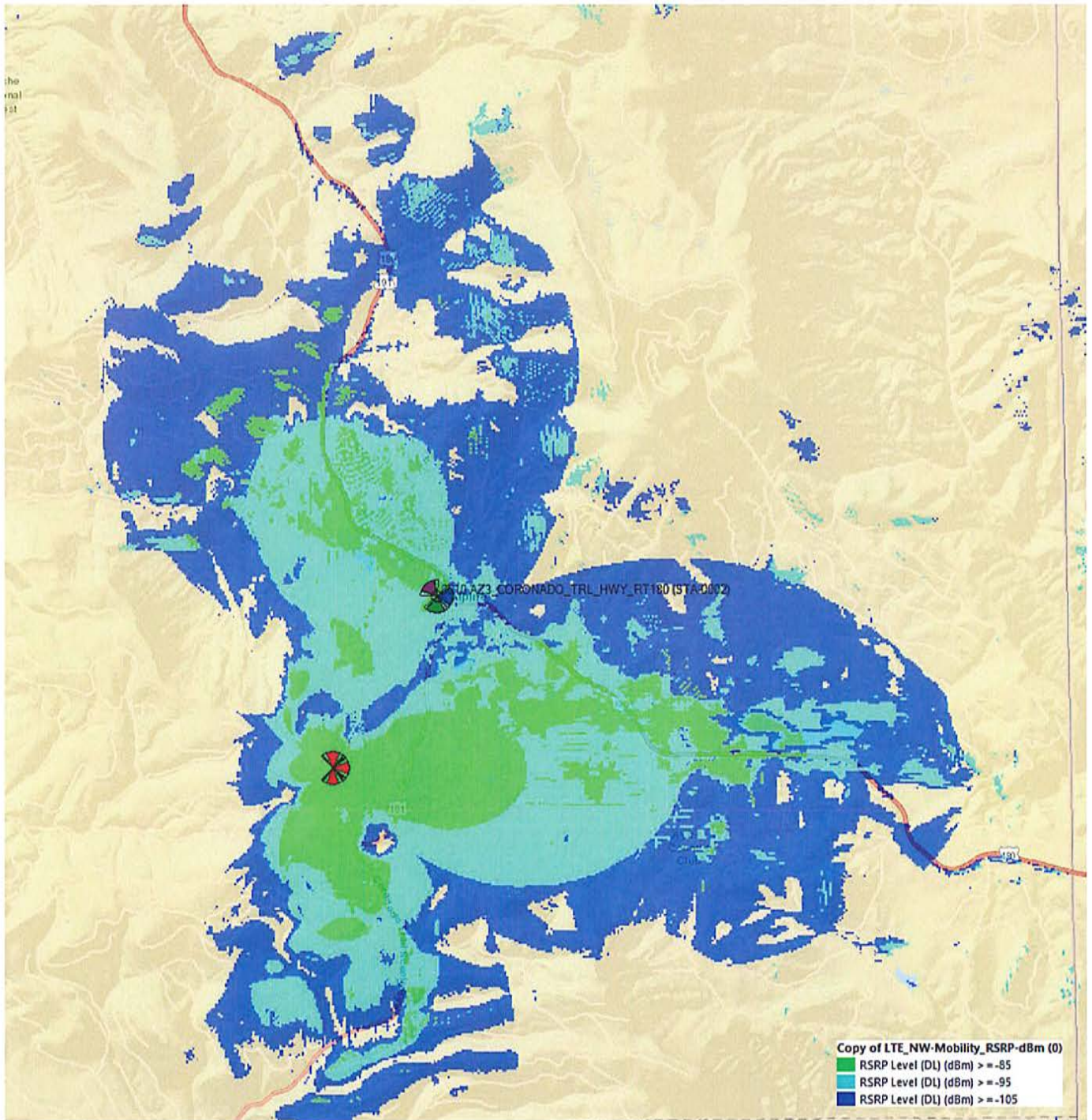
After



Note: Simulations are an artistic illustration created to represent how the proposed project may look once constructed. Simulations are created to match the current design as accurately as possible but are not guaranteed.



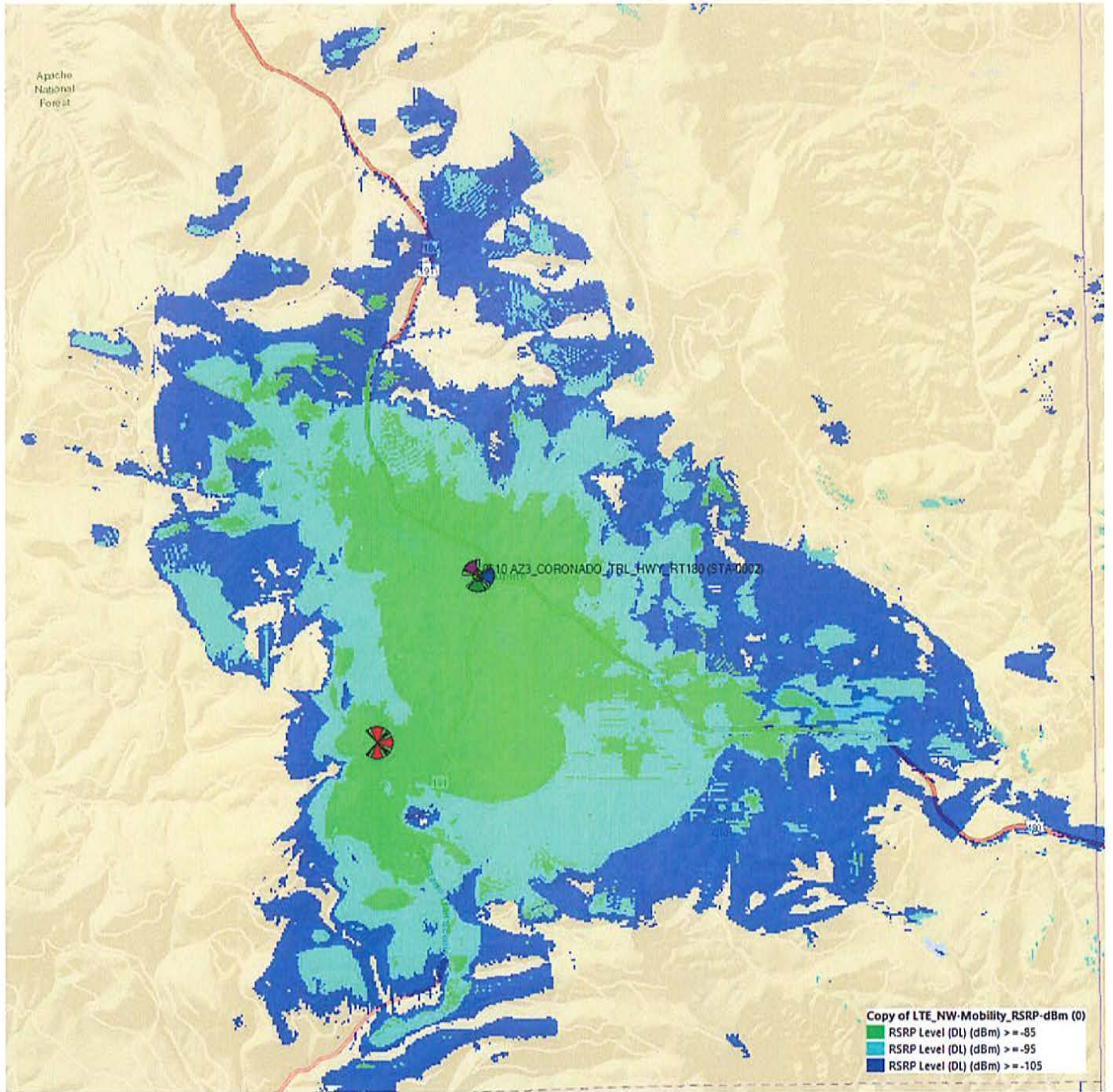
AZ3 Coronado  
42572 S US 180, Alpine AZ 85920  
Parcel: 101-10-003



Before



AZ3 Coronado  
42572 S US 180, Alpine AZ 85920  
Parcel: 101-10-003



After

## Citizen Participation Report

### Project Name

Verizon AZ3 Coronado

### Address

42572 S US 180, Alpine AZ 85920 (APN: 101-10-003)

### APN

101-10-003

### Vicinity Map



**Parties Affected by the Application**

The surrounding property owners within 300' of subject property. Said property owners, as well as homeowners associations and/or government properties will all be kept informed of any and all development progress made for this site with Apache County.

**Notification and Information Procedures**

Property owners within 300' (notification went beyond 300') of the subject property were invited to neighborhood meeting held on December 8<sup>th</sup> 2022 (see attached invitation). No neighbor attended the meeting on that date, so another mailing was sent on January 13<sup>th</sup> using the same mailing list (see attached letter).

**Response Procedures**

I will personally respond to all concerns as a result of the neighborhood outreach, and will meet with any persons or entities to discuss the details of the proposal if necessary.

**Communications with Neighbors**

**Terry Fillipi** – Spoke with Terry who had health concern questions due to the proposed site in proximity to her office. Terri requested some information on RF Emissions

etc, so will provide Terry with the requested information.

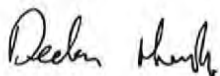
**Doug Karolack** – Spoke with Doug who had questions about the location, as we had spoken to Doug about potentially placing the site on his property to the SE (101-17-001E) prior to the current property.

**Shannon Miller** - Spoke with Shannon who just had general questions about the site. Shannon works out of the adjacent USFS Office.

**Status Procedure**

I will keep the Apache County Planning Department informed of any and all responses resulting from the Neighbor outreach efforts.

Sincerely,



*Declan Murphy for TowerCom/Verizon  
8283 N Hayden Road, Suite 258, Scottsdale AZ 85258  
Tel: (602) 326-0111  
Email: dmurphy@coal-creek.com*

## Notification Letter

**Date:** November 17<sup>th</sup> 2022

**Request:** Conditional Use Permit

**Proposal:** New Wireless Communication Facility (WCF)

**Location:** 42572 S US 180, Alpine AZ 85920 (APN: 101-10-003)

**Authorized Agent:** Declan Murphy for Verizon/TowerCom

**Contact:** Declan Murphy – (602) 326 0111 [dmurphy@coal-creek.com](mailto:dmurphy@coal-creek.com)



Dear Neighbor,

Verizon in co-operation with TowerCom is proposing a new Wireless Communication Facility (WCF) that will be designed to look like a Pine Tree (MonoPine), to be located at 42572 S US 180 in Alpine (located behind the USFS Office). You are invited to the following meeting to learn more about the project and discuss and address any questions or concerns.

**Hearing Date/Time:** December 18<sup>th</sup> 2022, at 4.30 pm

**Location:** 42572 S US 180, Alpine AZ 85920 (see location above)

In the meantime, please do not hesitate to contact me anytime if you require any information on this proposal.

Sincerely,

*Declan Murphy*

*Declan Murphy for Verizon/TowerCom  
8283 N Hayden Road, Suite 258, Scottsdale AZ 85258  
Tel: (602) 326-0111  
Email: [dmurphy@coal-creek.com](mailto:dmurphy@coal-creek.com)*

CLIENT

**TowerCom.**  
We Connect Cambers.

CONSULTANT

**COAL CREEK  
CONSULTING**

1000 N. WILSON BLVD., STE. 200  
MESA, AZ 85203  
PHONE: (480) 432-2244 FAX: (480) 432-2243

ENGINEER OF RECORD

SEAL

NO.	DATE	DESCRIPTION	BY
1	09/14/22	REVIEW	DRK
2	10/06/22	REVISION 1	DRK
3	10/13/22	REVISION 2	SPE

NO REDS WAS PROVIDED ON OUR WALK

**AZ3 CORONADO  
TRL HWY RT180**

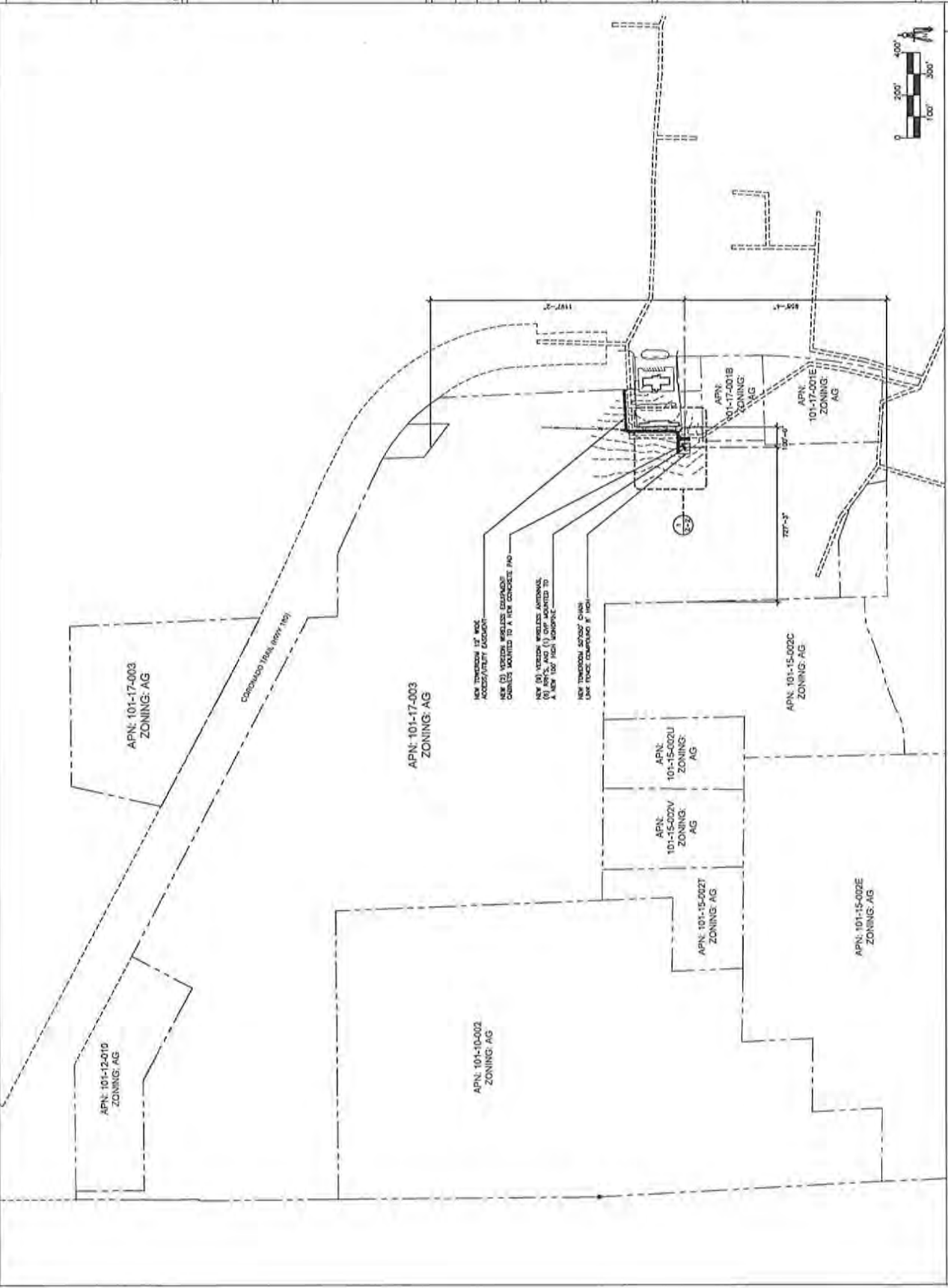
42572 05 180  
APRIL ARIZONA ROAD

SHEET TITLE

**OVERALL SITE PLAN**

JURISDICTIONAL APPROVAL

SHEET NUMBER  
**Z-1**



OVERALL SITE PLAN 1

CLIENT  
**TowerCom.**  
 We Connect Carriers.

CONSULTANT  
**COAL CREEK CONSULTING**  
 624 S. WYOMING BL., STE. 200  
 COAL CREEK, WY 82401  
 PHONE: (307) 324-2444 FAX: (307) 324-2443  
 ENGINEER OF RECORD

SCALE

NO.	DATE	DESCRIPTION	BY
1	09/14/22	REVIEW	DBK
2	10/06/22	REVISION 1	DBK
3	10/13/22	REVISION 2	SPE

NO RFDS WAS PROVIDED ON OUR WALK

PROJECT INFORMATION  
 JOB: 10-024-04  
**AZ3 CORONADO**  
**TRL HWY RT180**

42072 US 180  
 MTPC ARIZONA ROAD

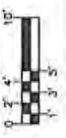
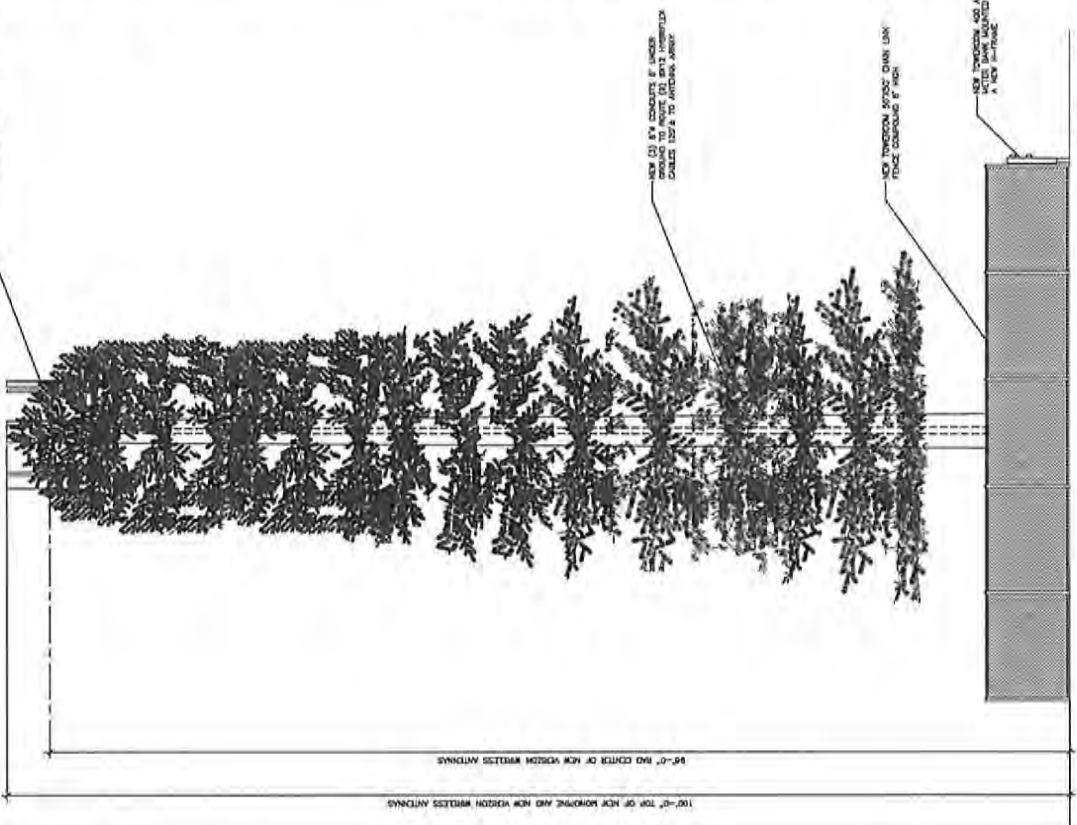
SHEET TITLE  
**ELEVATIONS**

JURISDICTIONAL APPROVAL

SHEET NUMBER  
**Z-5**

NOTES:  
 ALL ANTENNAS ELEMENTS TO BE PAINTED TO MATCH POLE AND AN ANTENNA BODY TO COLOR FINISH.

NEW (N) VISION WIRELESS ANTENNAS (1) NEW (N) AND (1) OLD MOUNTED TO NEW TOWER.

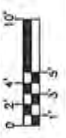
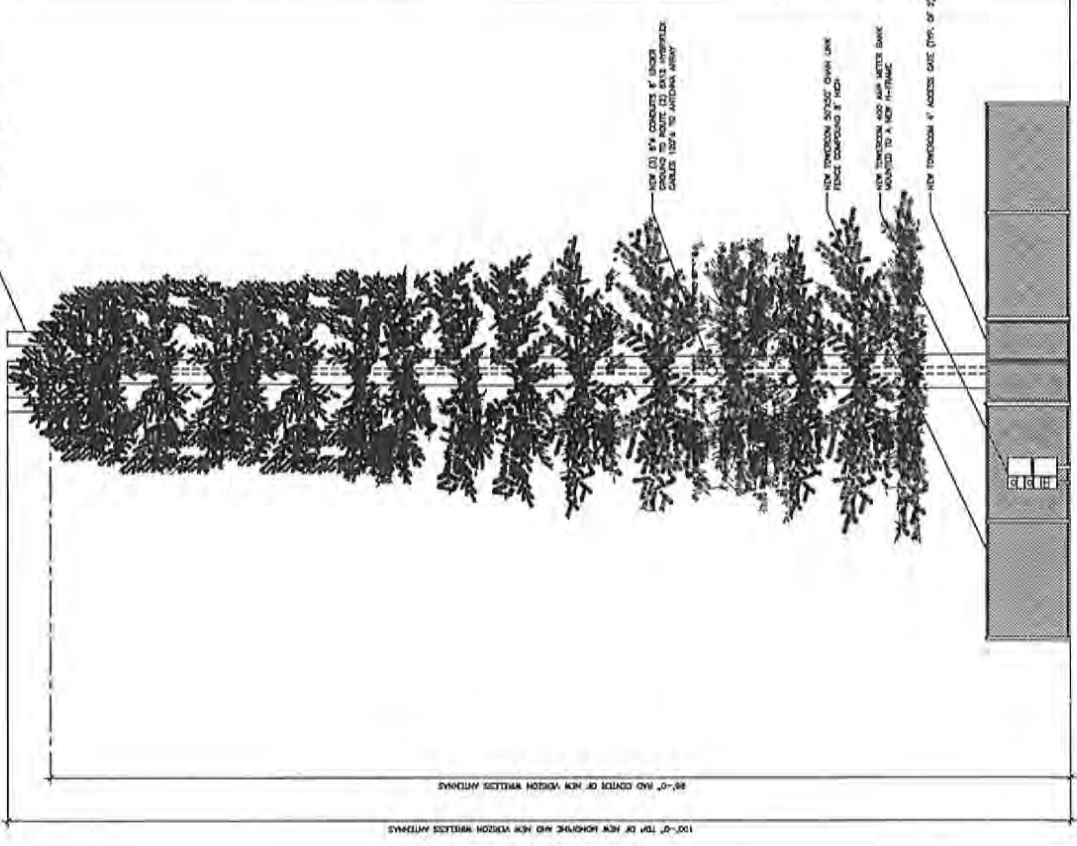


SCALE: 3/16" = 1'-0"  
 1

EAST ELEVATION

NOTES:  
 ALL ANTENNAS ELEMENTS TO BE PAINTED TO MATCH POLE AND AN ANTENNA BODY TO COLOR FINISH.

NEW (N) VISION WIRELESS ANTENNAS (1) NEW (N) AND (1) OLD MOUNTED TO NEW TOWER.



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

NORTH ELEVATION

## Notification Letter

**Date:** January 13<sup>th</sup> 2023

**Request:** Conditional Use Permit

**Proposal:** New Wireless Communication Facility (WCF)

**Location:** 42572 S US 180, Alpine AZ 85920 (APN: 101-10-003)

**Authorized Agent:** Declan Murphy for Verizon/TowerCom

**Contact:** Declan Murphy – (602) 326 0111 [dmurphy@coal-creek.com](mailto:dmurphy@coal-creek.com)



Dear Neighbor,

Verizon in co-operation with TowerCom is proposing a new Wireless Communication Facility (WCF) that will be designed to look like a Pine Tree (MonoPine) to be located at 42572 S US 180 in Alpine (located behind the USFS Office). The site will be designed to accommodate other wireless carriers besides Verizon. The end result will be the availability of high-speed data throughout the community of Alpine. The proposed WCF will provide residents, visitors and businesses with highest quality reliable wireless services for both personal & business, in addition to enhancing emergency services in the area.

We are getting ready to move forward with the Apache County Conditional Use Permit application process, and just wanted to reach out one more time to check if you have any questions or concerns with regards to this proposal.

In the meantime, please do not hesitate to contact me anytime if you require any information on this proposal.

Sincerely,

*Declan Murphy for Verizon/TowerCom  
8283 N Hayden Road, Suite 258, Scottsdale AZ 85258  
Tel: (602) 326-0111  
Email: [dmurphy@coal-creek.com](mailto:dmurphy@coal-creek.com)*

CLIENT

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CONSULTANT

**COAL CREEK CONSULTING**  
1525 N. AVENUE, SUITE 200  
MORONG VALLEY, CALIFORNIA 94552  
PHONE: (925) 432-2243 FAX: (925) 432-2242  
ENGINEER OF RECORD

SEAL

NO.	DATE	DESCRIPTION	BY
1	10/14/22	REVIEW	DRK
2	10/06/22	REVISION 1	DRK
3	10/13/22	REVISION 2	SPE

PROJECT INFORMATION:  
JOB: 15-005-04

**AZ3 CORONADO  
TRL HWY RT180**

CITY OF  
SAN ANTONIO TEXAS

SHEET TITLE

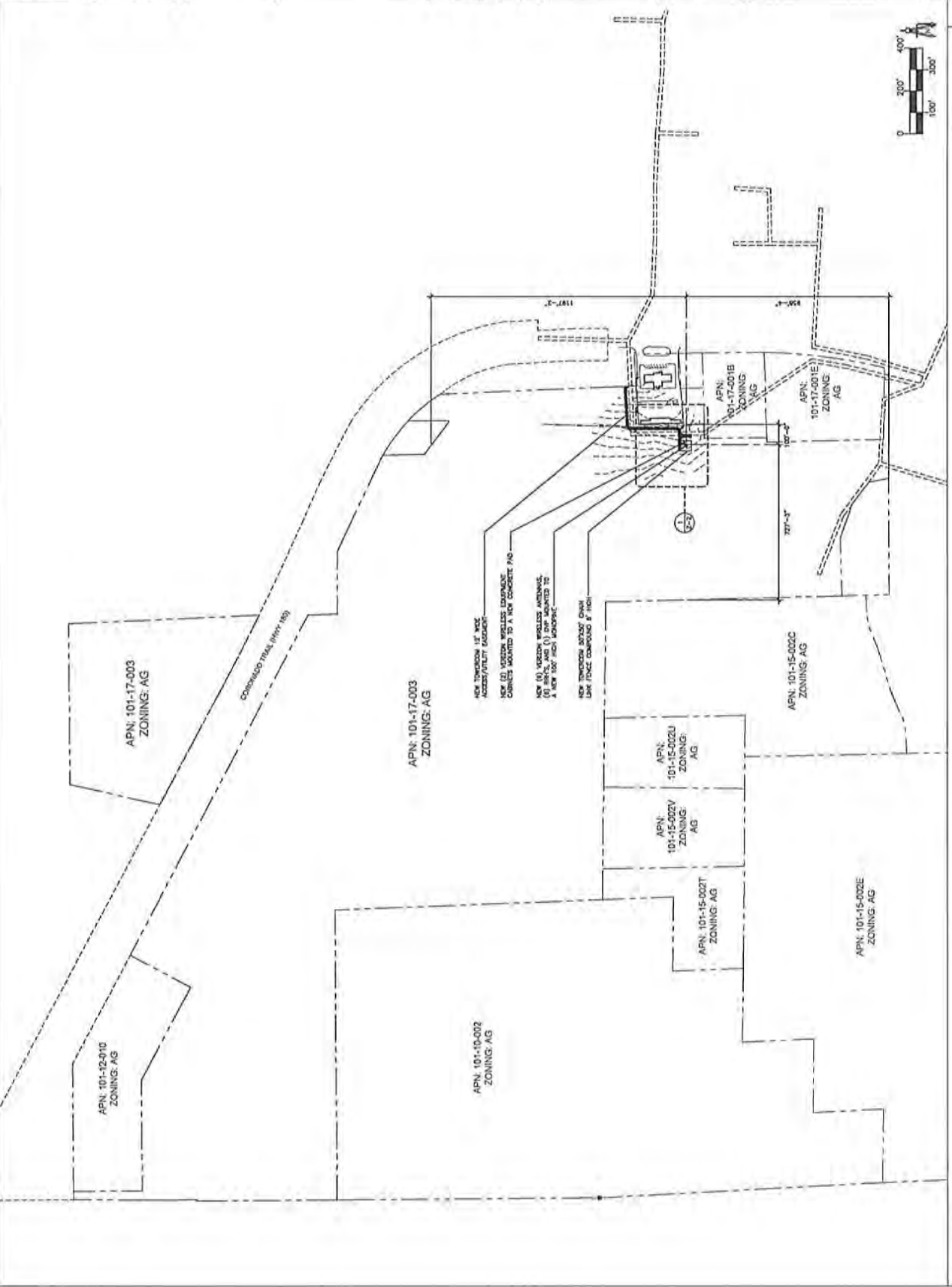
**OVERALL SITE PLAN**

JURISDICTIONAL APPROVAL

SHEET NUMBER

**Z-1**

NO RFDS WAS PROVIDED ON OUR WALK



SCALE: 1" = 200'

OVERALL SITE PLAN

1

CLIENT

**TowerCom.**  
We Connect Carriers.

CONSULTANT

**COAL CREEK CONSULTING**  
1425 N. WINDY RD., STE. 200  
PHOENIX, ARIZONA 85020  
PHONE: (602) 998-3333 FAX: (602) 998-3333  
ENGINEER OF RECORD

SCALE

NO.	DATE	DESCRIPTION	BY
1	08/14/22	REVIEW	DRK
2	10/08/22	REVISION 1	DRK
3	10/13/22	REVISION 2	SPE

NO RFDS WAS PROVIDED ON OUR WALK

PROJECT INFORMATION  
AZ3 CORONADO  
TRL HWY RT180

SHEET TITLE

ELEVATIONS

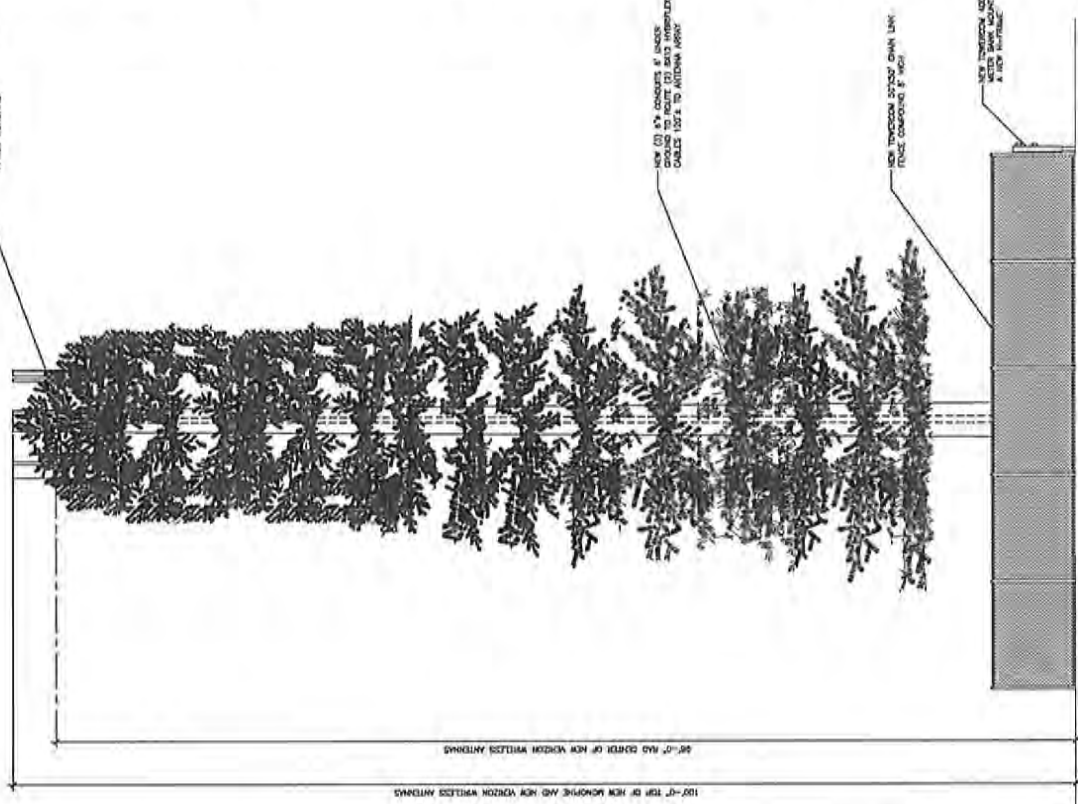
JURISDICTIONAL APPROVAL

SHEET NUMBER

Z-5

NOTES:  
ALL ELEVATIONS SHOWN ON THIS SHEET ARE UNLESS OTHERWISE NOTED.  
PROJECTIONS AND OFFSETS SHOWN ARE UNLESS OTHERWISE NOTED.

NEW (A) VERTICALLY WIRELESS ANTENNAS  
& NEW (B) ANTENNAS TO BE INSTALLED TO  
NEW (C) ANTENNAS TO BE INSTALLED TO  
NEW (D) ANTENNAS TO BE INSTALLED TO



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

EAST ELEVATION

NOTES:  
ALL ELEVATIONS SHOWN ON THIS SHEET ARE UNLESS OTHERWISE NOTED.  
PROJECTIONS AND OFFSETS SHOWN ARE UNLESS OTHERWISE NOTED.

NEW (A) VERTICALLY WIRELESS ANTENNAS  
& NEW (B) ANTENNAS TO BE INSTALLED TO  
NEW (C) ANTENNAS TO BE INSTALLED TO  
NEW (D) ANTENNAS TO BE INSTALLED TO



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

NORTH ELEVATION

## Matthew Fish

---

**From:** Declan Murphy  
**Sent:** Wednesday, February 15, 2023 9:18 AM  
**To:** Matthew Fish  
**Cc:** Terry Fillipi  
**Subject:** Re: follow up question

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I trust this email

Report as malicious

G'morning Mr. Fish,  
Terry and I have spoken, and I did provide some information to Terry (not from the wireless industry per say). I'm happy to provide additional information from industry sources, although 5G is relatively new which I believe is the area of concern from Terry and co-workers. The reality is that a site at the proposed location will propagate the signal out over Terry's office location, so less signal if closer to the base of the pole. As I mentioned, the current exposure from personal cellphones/wifi is far greater than any signal that will be emitted from the proposed site, and of course this is all measurable. I will touch base with Terry again this week....thx

Declan

**From:** Matthew Fish <mfish@co.apache.az.us>  
**Date:** Wednesday, February 15, 2023 at 8:26 AM  
**To:** Declan Murphy  
**Cc:** Terry Fillipi  
**Subject:** follow up question

Declan,

In your Citizen Participation Report, referred to Terry Fillipi wanting more information regarding RF Emissions. Did you provide Terry with the requested information?

# TowerCom®

We Connect Carriers.

SITE NAME: AZ3 CORONADO TRL HWY RT180  
 STATE: ARIZONA  
 COUNTY: APACHE  
 DESIGN TYPE: NEW SITE BUILD

CLIENT  
**TowerCom.**  
 We Connect Carriers.

CONSULTANT  
**COAL CREEK CONSULTING**  
 4320 N. HAYDEN RD., STE. 204  
 PHOENIX, AZ 85018-2533 FAX: (480) 834-3332  
 ENGINEER OF RECORD

SCALE

NO.	DATE	DESCRIPTION	BY	CHK
1	05/14/22	REVIEW		
2	10/06/22	REVISION 1		
3	10/13/22	REVISION 2		

PROJECT INFORMATION  
 JOB: 19-009-04  
**AZ3 CORONADO**  
**TRL HWY RT180**

SHEET TITLE  
**TITLE SHEET, VICINITY MAP & GENERAL INFORMATION**

JURISDICTIONAL APPROVAL

SHEET NUMBER  
**T-1**

**SHEET INDEX**

T-1 TITLE SHEET, VICINITY MAP & GENERAL INFO.  
 LS-1 BOUNDARY DETAIL  
 LS-2 LEGAL DESCRIPTION  
 LS-3 TOPOGRAPHIC SURVEY

**ZONINGS:**  
 Z-1 OVERALL SITE PLAN  
 Z-2 SITE PLAN  
 Z-3 ENLARGED SITE PLAN  
 Z-4 ENLARGED DIMENSION AND ANTENNA PLAN  
 Z-5 ELEVATIONS  
 Z-6 DETAILS

**PROJECT TEAM**

**PROJECT MANAGER:**  
 TOWERCOM TOW-B  
 209 CHINA DE COLINA, #202  
 PISMO BEACH, CALIFORNIA 93449  
 CONTACT: MARK TAYLOR  
 PHONE: (978) 642-5352

**CONSTRUCTION MANAGER:**  
 COAL CREEK CONSULTING  
 4320 N. HAYDEN RD., STE. 204  
 SCOTTSDALE, ARIZONA 85258  
 CONTACT: RUBY LOPEZ  
 PHONE: (602) 252-7242

**SITE AQL CONSULTANT:**  
 COAL CREEK CONSULTING  
 4320 N. HAYDEN RD., STE. 204  
 SCOTTSDALE, ARIZONA 85258  
 CONTACT: BILL KONING  
 PHONE: (480) 209-0945

**A-E DESIGN CONSULTING:**  
 8043 N. HAYDEN RD., SUITE 258  
 SCOTTSDALE, ARIZONA 85258  
 CONTACT: SHAWN EVANS  
 PHONE: (602) 758-5828

**SUBPOCSES:**  
 A-E DESIGN CONSULTING  
 2165 W. PECOS RD., SUITE 5  
 CHANDLER, ARIZONA 85224  
 CONTACT: BEN BUTWINSKI  
 PHONE: (602) 784-3605

**VICINITY MAP**  
 SITE LOCATION

**DRIVING DIRECTIONS**

FROM THE VICINITY WEBSITE OR GOOGLE MAPS, PLEASE USE THE RED MARKER TO FIND THE LOCATION OF THE DESIGN PROPERTY. WE WILL BE ON YOUR ROUTE AFTER YOU PASS COURTESY OF THE DESIGN PROPERTY.

**PROJECT SUMMARY**

**PROPERTY OWNER:**  
 FLYING FU 210 LLC  
 4101 E. BOWLING GREEN  
 ALISO VIEJO, CALIFORNIA 92620  
 CONTACT: FLOYD GREENE  
 PHONE: (952) 818-5588

**STRATEGIC OWNER:**  
 TOWERCOM TOW-B  
 209 CHINA DE COLINA  
 PISMO BEACH, CALIFORNIA 93449  
 CONTACT: MARK TAYLOR  
 PHONE: (978) 642-5352

**APN:** 101-10-003  
**ZONING CLASSIFICATION:** AG  
**JURISDICTION:** APACHE COUNTY  
**LAT:** 33°50'55.885"N (33.849130) NAD83  
**LONG:** 109°09'53.022"W (-109.148062) NAD83  
**GROUND ELEV:** 7870.2' (NAVD88)

**PROJECT DESCRIPTION**

TOWERCOM PROPOSES TO INSTALL THE FOLLOWING ITEMS:  
 ADD 1 15' TOWER  
 ADD A 50'X50' CHAIN LINK FENCE 8' HIGH  
 ADD (2) 6" CONCRETE FILLED BELLAROS  
 ADD 3/4" MINUS GRAVEL OVER A WEED BARRIER  
 ADD 20'X20' MULTIPURPOSE ACCESS PAD ON H-FRAME  
 ADD (2) 4" WIDE CHAIN LINK ACCESS GATES  
 ADD A 100' HIGH MONOPINE

VERBON WIRELESS PROPOSES TO INSTALL THE FOLLOWING ITEMS:  
 ADD A INTEGRATED LOAD CENTER ON NEW H-FRAME  
 ADD A 4.1.5 ON NEW H-FRAME  
 ADD A 21'X21' MULTIPURPOSE ACCESS PAD  
 ADD A 21'X21' CONCRETE PAD FOR GENERATOR  
 ADD A 21'X21' CONCRETE PAD FOR CABINETS  
 ADD (2) CONDUITSCOPE EQUIPMENT CABINETS  
 ADD (3) 6" CONDUITS FROM EQUIPMENT TO POLE  
 ADD (2) 5/12 HYBRIDLEX CABLE'S UP TO ANTENNA ARM  
 ADD (1) 10' TOWER TOP CAP  
 ADD (1) RIMS, (2) PER SECTOR  
 ADD (6) ANTENNAS, (2) PER SECTOR  
 ADD AN ANTENNA SOCK TO EACH ANTENNA

**CODE COMPLIANCE:**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES LISTED BELOW. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THESE TO BE IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES. THESE TO BE CONSTRUCTED TO PERMIT WORK NOT CONTRIBUTING TO THESE CODES.

2015 INTERNATIONAL BUILDING CODE  
 2014 NATIONAL ELECTRICAL CODE/NFPA-70

**ACCESSIBILITY REQUIREMENTS:**

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE CURRENT INTERNATIONAL BUILDING CODE.

**CODE COMPLIANCE:**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CODES LISTED BELOW. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THESE TO BE IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES. THESE TO BE CONSTRUCTED TO PERMIT WORK NOT CONTRIBUTING TO THESE CODES.

2015 INTERNATIONAL BUILDING CODE  
 2014 NATIONAL ELECTRICAL CODE/NFPA-70

**ACCESSIBILITY REQUIREMENTS:**

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE CURRENT INTERNATIONAL BUILDING CODE.

NO RFDS WAS PROVIDED ON OUR WALK







CLIENT

**TowerCom.**  
We Connect Cambria.

CONSULTANT  
**COAL CREEK  
CONSULTING**

202 S. MONROE ST., SUITE 200  
CAMBRIA, CA 94708  
PHONE: (408) 471-2513 FAX: (408) 432-3822  
ENGINEER OF RECORD

SCALE

NO.	DATE	DESCRIPTION	BY
1	10/14/22	REVIEW	DRK
2	10/06/22	REVISION 1	DRK
3	10/13/22	REVISION 2	SPE

NO RFD'S WAS PROVIDED ON OUR WALK

PROJECT INFORMATION:  
AZ3 CORONADO  
TRL HWY RT180

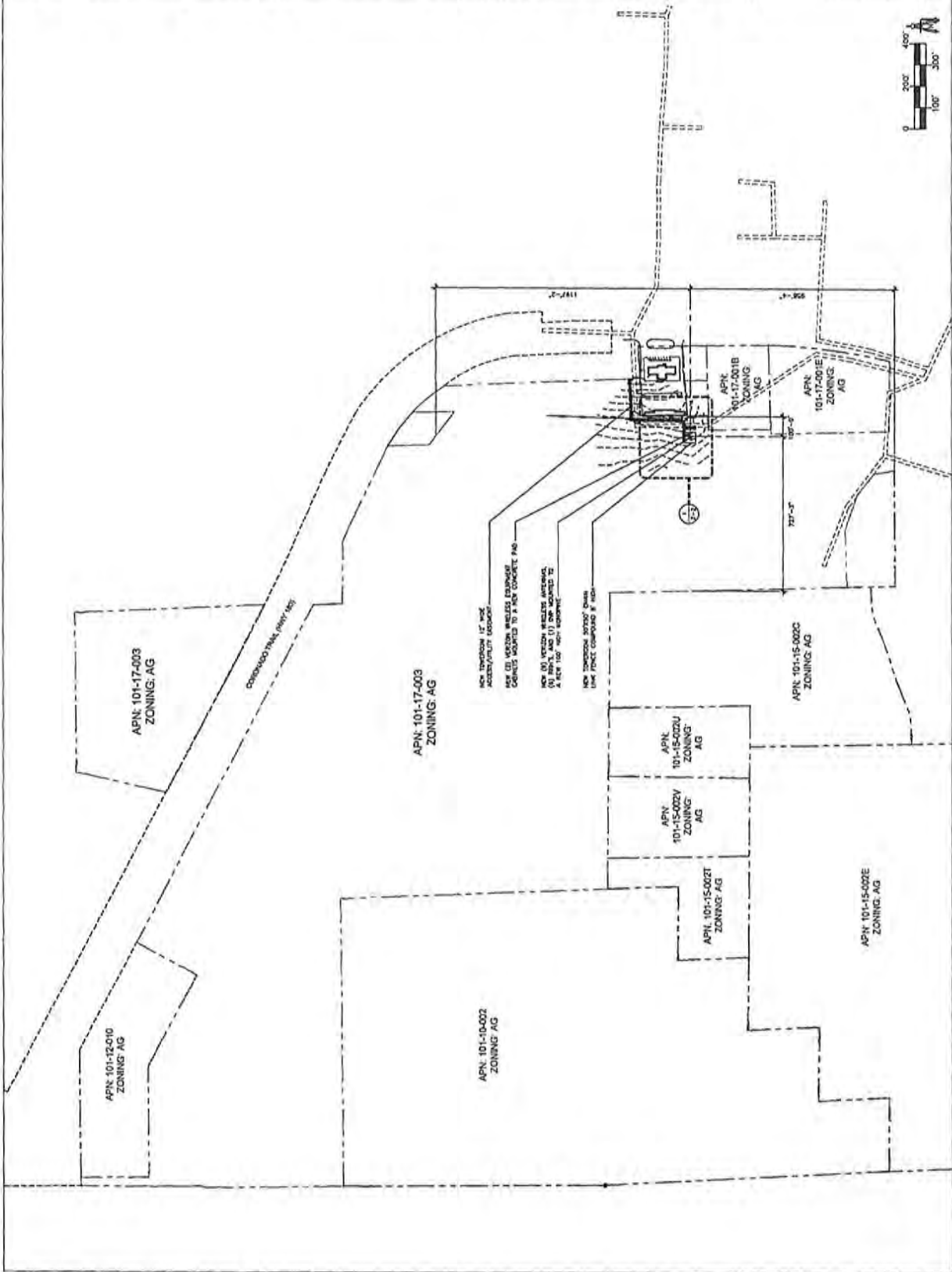
ESTD. BY: JACOB ERAS  
SHEET TITLE

OVERALL SITE PLAN

JURISDICTIONAL APPROVAL

SHEET NUMBER

Z-1



SCALE: 1" = 200'

OVERALL SITE PLAN

1

CLIENT

**TowerCom.**  
We Connect Centers.

CONSULTANT  
**COAL CREEK CONSULTING**  
2525 N. WILSON RD., STE. 208  
PHOENIX, AZ 85024  
PHONE: (602) 437-2512 FAX: (602) 638-2853  
ENGINEER OF RECORD

SEAL

NO.	DATE	DESCRIPTION	BY	CHK
1	10/14/22	REVISION		
2	10/06/22	REVISION 1	DRK	
3	10/11/22	REVISION 2	SPE	

NO RFDS WAS PROVIDED ON OUR WALK

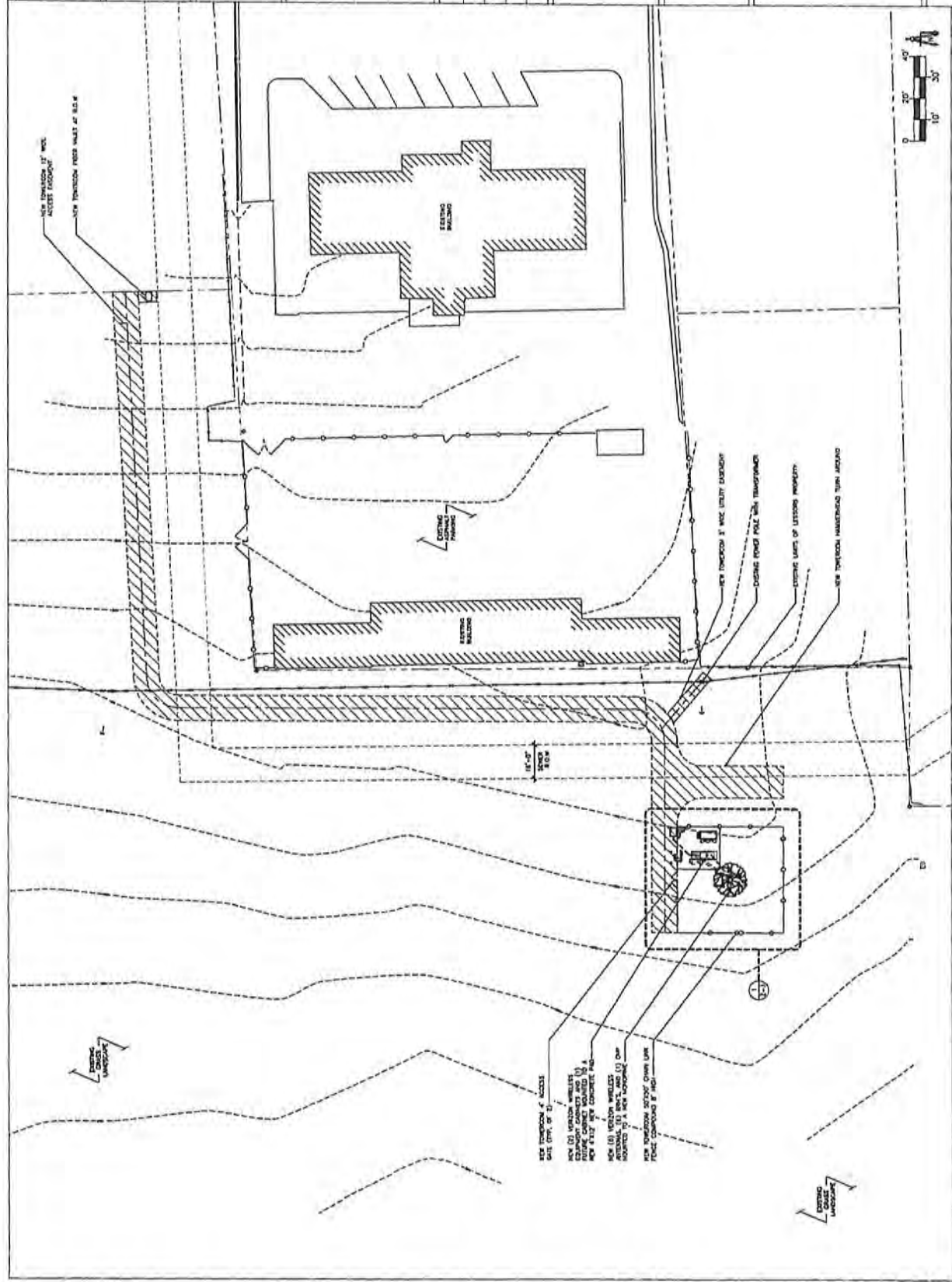
PROJECT INFORMATION  
AZ3 CORONADO  
TRL HWY RT180

SHEET TITLE  
SITE PLAN

JURISDICTIONAL APPROVAL

SHEET NUMBER

Z-2



SCALE: 1" = 20'-0"

SITE PLAN

1







CLIENT  
**TowerCom.**  
 We Connect Carriers.

CONSULTANT  
**COAL CREEK CONSULTING**  
 625 S. WILSON RD., STE. 204  
 COAL CREEK, CO. 80424  
 PHONE: (303) 502-2233 FAX: (303) 538-3833  
 ENGINEER OF RECORD

NO.	DATE	DESCRIPTION	BY
1	09/14/21	REVIEW	DRK
2	10/06/22	REVISION 1	DRK
3	10/13/22	REVISION 2	SPE

PROJECT INFORMATION  
 003-10-05-04

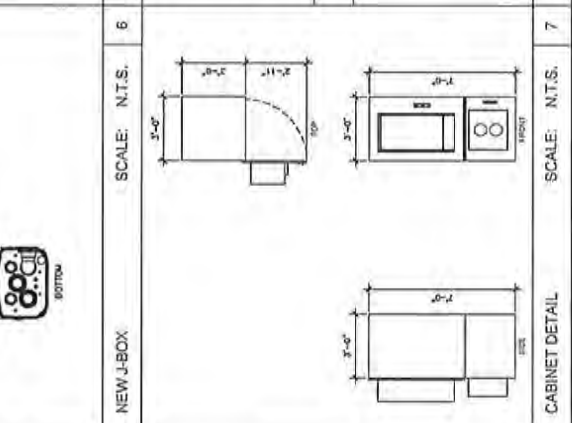
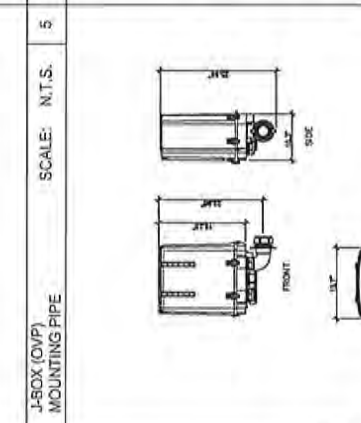
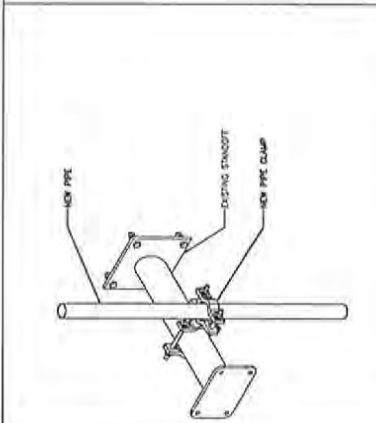
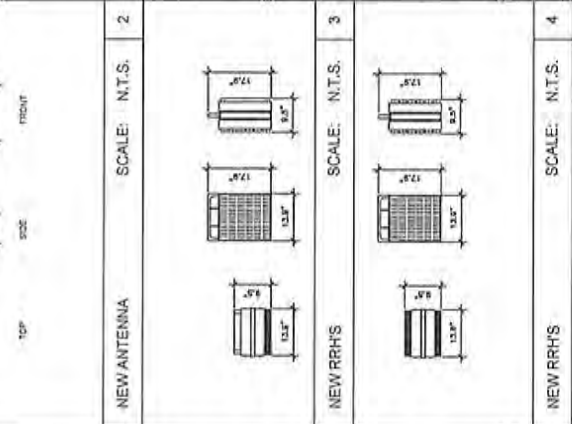
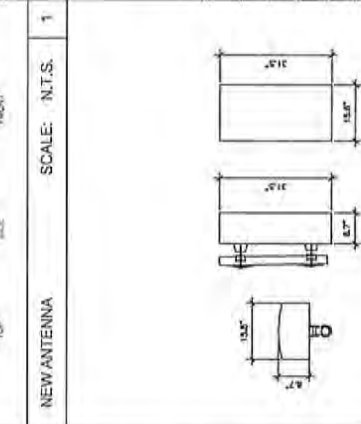
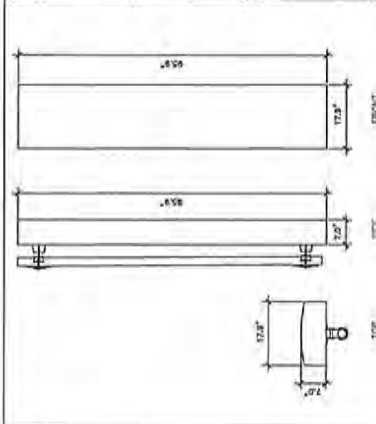
AZ3 CORONADO  
 TRL HWY RT180

SEAL

SHEET TITLE

JURISDICTIONAL APPROVAL

SHEET NUMBER  
**Z-6**



NOT USED

SCALE: N.T.S.

J-BOX (OMP) MOUNTING PIPE

SCALE: N.T.S.

5

NEW ANTENNA

SCALE: N.T.S.

1

NOT USED

SCALE: N.T.S.

NEW J-BOX

SCALE: N.T.S.

6

NEW RRHS

SCALE: N.T.S.

3

SCALE: N.T.S.

4

NOT USED

SCALE: N.T.S.

11

NOT USED

SCALE: N.T.S.

10

CABINET DETAIL

SCALE: N.T.S.

7

NEW RRHS

SCALE: N.T.S.

4

**OPTION AND GROUND LEASE AGREEMENT**


THIS OPTION AND GROUND LEASE AGREEMENT (this "Agreement") is made this 18<sup>TH</sup> day of NOVEMBER, 2022, by and between **FLYING FJ 210, LLC**, an Arizona limited liability company ("Optionor"), and **TOWERCOM XI-B, LLC**, a Delaware limited liability company ("Optionee").

**I. OPTION TO LEASE**

1. **Grant of Option.** For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease ("Option") a certain parcel of real property, located in Apache County, Arizona and identified as assessor's parcel number 101-10-003 ("Site") more particularly described on **Exhibit "A,"** and survey or site plan shown on **Exhibit "A-1,"** attached hereto ("Leased Premises"), together with non-exclusive easements for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Optionor's property, the location of said easements being shown on **Exhibit B** hereto ("Easement(s)"). The easement rights herein granted include the right and authority of Optionee to grant or assign to third parties all or some of the easement rights granted to Optionee herein. Optionor agrees and acknowledges the Optionee may, at Optionee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement(s), and that the legal description of the Leased Premises and the Easement(s), as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement(s).

2. **Option Initial Term.** The initial term of this Option shall be for **twelve (12) months** from the date of this Agreement as first written above ("Option Initial Term").



4. **Extension of Option.** This Option can be extended at the discretion of Optionee for two (2) additional periods of twelve (12) months each (each an "Option Renewal Term") by  for each Option Renewal Term, which payment shall be made prior to the expiration of the then current Option Term.

5. **Optionor's Representations and Warranties.** As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:

(a) Optionor has good and marketable fee simple title to the Leased Premises and the Easement(s) free and clear of all liens and encumbrances;

(b) Optionor has the authority to enter into, and be bound by, the terms of this Option without obtaining the consent of any third parties, as evidenced by the authority documents required in connection with Optionee's title policy insuring Optionee's leasehold interest in the Leased Premises and the Easements including, without limitation, an owner's title affidavit, operating agreement, partnership or corporate resolutions, by-laws, or any other reasonable documentation required by the title company;

(c) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor, which may otherwise affect the Leased Premises and the Easement(s); and

(d) The Leased Premises and the Easement(s) are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easement(s) until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. **Liquidated Damages.** In the event of a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

7. **Inspections and Investigations.** Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easement(s) at any time after the date of this Option to perform, or cause to be performed site inspections, which shall include, but not be limited to, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easement(s). Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises and the Easement(s) if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easement(s) in conducting these activities. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easement(s) surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement(s) from the title insurance company of its choice. Optionor shall remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to mortgage the leasehold interest. In the event Optionor shall fail to cure any such defects, Optionee, at its election, may terminate this Option, and upon such termination, there shall be no further liability on the part of Optionee to Optionor hereunder.

8. **Further Acts.** Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easement(s) and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's intended use of the Leased Premises including, but not limited to, land use and zoning applications.

## II. GROUND LEASE AGREEMENT

9. **Exercise of Option.** Upon the delivery of written notice by Optionee to Optionor of Optionee's exercise of the Option, the additional terms of this Section II - Ground Lease Agreement ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall hereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

10. **Use.** The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time on the Leased Premises.

11. **Initial Term.** The term of this Lease shall be **five (5) years** commencing on the Commencement Date, as that term is defined in Paragraph 9 herein, and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the form attached hereto as **Exhibit "C,"** evidencing the Commencement Date and other matters, shall be executed and recorded.

12. **Renewal Terms.** Lessee shall have the right to extend this Lease for **five (5) additional five (5) year terms** (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

13. **Rent.** Commencing on the first day of the calendar month following the Commencement Date, during the Initial [REDACTED], to [REDACTED], which shall be deemed to include any applicable State, County or local sales or use tax. Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar

month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice of writing to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all Rent paid in advance of Termination Date for that period, after the Termination Date shall be refunded to Lessee. At Lessor's request, Lessee shall utilize direct deposit into Lessor's bank account with regard to Rent payments, and shall cooperate with Lessor in providing all requisite information to implement such direct deposit system.

The Rent for each Renewal Term of this Lease shall increase by [REDACTED] on the first day of such Renewal Term.

14. **Lessor's Representation and Warranties.** Lessor represents and warrants that Lessee's intended use of the Leased Premises as a site for the transmission and receipt of wireless communication signals and for the construction and maintenance of towers, antennas or buildings; and related facilities ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises or the Easement(s) which will interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

15. **Conditions Subsequent.** In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easement(s) are, in Lessee's opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

16. **Interference.** Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

17. **Improvements Utilities: Access.**

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without

limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinets and/or shelters and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. Lessee's tower shall be a stealth tree with an initial height of one hundred feet (100'). The ground equipment will be surrounded by a chain link fence with privacy slats or similar materials. Lessor and Lessee acknowledge and agree that the height of the tower may be increased by twenty feet (20') in accordance with applicable federal laws.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including, but not limited to, the installation of emergency power generators). Lessee shall have the right to permanently place all necessary or required utilities, including, but not limited to, utility wires, poles, cables, fiber optic cable, conduits and pipes over, under, or along the Easement(s) to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall have ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), at all times during this Lease, from the Leased Premises to an open and improved public road which presently exists, and which Easement(s) shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement(s) in a free and open condition so that no interference is caused by Lessor, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement(s). Lessor shall provide such access to the Leased Premises across Lessor's adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

18. **Termination.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties at law or equity, including an action for specific performance of any obligations hereunder); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon one (1) year's advance written notice from Lessee to Lessor.

After termination of this Lease, Lessee shall remove the Tower Facilities, which Lessee has installed or otherwise located on the Premises, including underground foundations to not more than four (4) inches below grade.

19. **Sublessee's Improvements.** Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to, antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easement(s) as if said licensee or sublessee were the Lessee under this Lease.

20. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. In addition, Lessee shall pay any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises; provided that Lessor furnishes proof to Lessee that such increase directly resulted from Lessee's use of the Leased Premises. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easement(s), Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor hereby represents and warrants that Lessor's property on which the Leased Premises and Easement(s) are located is not subject to any "Conservation Use Covenant," "Greenbelt Covenant," agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor's property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easement(s) are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor does hereby covenant and agree to indemnify and hold Lessee forever harmless from any and all

liabilities, claims, demands, actions or causes of action arising from or relating to a breach of any such covenants, whether such breach occurs because of the erection of the Tower Facilities on the Leased Premises or otherwise.

21. **Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee.

22. **Condemnation.** If a condemning authority takes all of the Leased Premises or Easement(s), or a portion sufficient in Lessee's determination to render the Leased Premises or the Easement(s), in the sole opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises and Easement(s), this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its leasehold interest in the Premises and the value of its Tower Facilities, together with moving expenses, prepaid rent and business dislocation and relocation expenses. A sale of all or part of the Leased Premises and/or Easement(s) to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

23. **Insurance.** Lessee shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term public liability and property damage policies. The policy of general liability insurance shall provide a combined single limit of \$1,000,000 and shall name Lessor as an additional insured.

24. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sublessees. The foregoing indemnity shall survive any termination of this Lease.

25. **Lessor's Environmental Representation and Indemnity.** Lessor represents and warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises and the Easement(s) prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses; including, without limitation, penalties and reasonable attorneys' fees, incurred or suffered by or asserted against Lessee, arising out of or in any way relating to any one or more of the following which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including, but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive any termination of this Lease.

26. **Mutual Indemnification.** Lessor shall indemnify and save harmless Lessee from and against any and all claims, liabilities, loss or damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessor, or Lessor's officers, agents, servants, employees, contractors, or sublessees. Further, Lessor shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessee or in which Lessee may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the following paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

Lessee shall indemnify and save harmless Lessor from and against any and all claims, liabilities, loss or damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessee, or Lessee's officers, agents, servants or employees. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the preceding paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

27. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the party at the addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

As to Lessor: Flying FJ 210, LLC  
Attention: Floyd Green  
20 North County Road 2324  
Alpine, Arizona 85290  
Phone: 602-808-5968  
E-mail address: ffgreen1@gmail.com  
Federal ID / SS No.: 54-1322898

As to Lessee: TowerCom XI-B, LLC  
Attn: Chip Bulloch, Vice President  
241 Atlantic Blvd., Suite 201  
Neptune Beach, Florida 32266  
(904) 880-8887  
cbulloch@towercomenterprises.com

28. **Title and Quiet Enjoyment.** Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Leased Premises and the Easement(s); and (iii) the Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of the Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage, including attorneys' fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees, or agents to use any portion of any property owned or controlled by Lessor in any way which interferes with operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

29. **Subordination and Non-Disturbance.** This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises and Easement(s), provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises and Easement(s), such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises and Easement(s) in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice

and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Leased Premises and/or Easement(s) are encumbered by a Mortgage on the date of the exercise of the Option, Lessor promptly shall obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

30. **Assignments and Subleases.**

(a) Lessee may mortgage or grant a security interest in Lessee's leasehold estate and the Tower Facilities, and may make a conditional assignment of this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee, and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason as provided for in Paragraph 18 herein, Lessor will give the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Leased Premises during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

(b) Lessee shall have the right to sublease or assign its rights under this Lease, with the consent of Lessor, which shall not be unreasonably withheld, delayed, or conditioned. Provided however, the Lessor's consent shall not be required for any of the following:

- i. any conditional assignment of this Lease to Secured Parties as described in subparagraph (a) above;
- ii. any sublease or license of a portion of the Tower Facilities in the ordinary course of Lessee's business;
- iii. an assignment or sublease to an affiliate entity of Lessee;
- iv. an assignment to an entity in the business of developing or owning telecommunication towers.

Any such sublease or assignment shall be subject to all terms and conditions of this Lease. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Lease.

31. **Successors and Assigns.** This Lease shall run with the Leased Premises described on **Exhibit "A"** and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

32. **Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

33. **Waiver of Incidental and Consequential Damages.** Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easement(s) by Lessee.

34. **Lessee's Exclusivity.** Lessor agrees not to lease any of Lessor's property within a radius of five (5) miles from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

35. **No Bifurcation of Lessor's Estate/Assignment of Lease.** Without Lessee's prior written consent, Lessor shall not, directly or indirectly, assign its right in this Lease or the rent or any rights hereunder, or sell any easement or interest in any portion of the Site (including the Leased Premises), except in connection with conveyance of fee simple title to the Site.

36. **ROFR.** If at any time during the term of the Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent, the Leased Premises or the Site, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to purchase the Leased Premises (or, at Lessee's option, a permanent easement in the location of the Leased Premises, which will continue to include the appurtenant Easements for access and utilities granted in this Agreement) for a pro-rata price based on the size that the Leased Premises is to the portion of the Site described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice to exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer or exercised its right to purchase the Leased Premises in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected.

37. **Certifications.** Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

38. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this option and ground lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the Easement(s), and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(h) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(i) Lessor agrees that the terms of this Lease shall be strictly confidential and that Lessor shall not disclose any of the terms hereof to any third party, except with Lessee's prior written consent. Notwithstanding the foregoing, Lessor is permitted to disclose the terms of this Lease to its attorneys, financial consultants, accountants and lenders.

(j) Whenever under this Lease the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LESSOR:

**FLYING FJ 210, LLC**, an Arizona limited liability company

By: Floyd Green

Print Name: Floyd Green

Title: Manager

Date: 11/1/22

LESSEE:

**TOWERCOM XI-B, LLC**,  
a Delaware limited liability company

By: Christopher Colten

Christopher Colten  
Vice President

Date: 11/18/2022

**EXHIBIT "A"**

Description of Real Property (Leased Premises)

A PORTION OF THE PARCEL DESCRIBED IN WARRANTY DEED 2021-007339, DATED 08/25/2021 AND BEING A PART OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, SECTION 11, TOWNSHIP 5 NORTH, RANGE 30 EAST, APACHE COUNTY, STATE OF ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11 WHICH THE NORTHEAST CORNER OF DESCRIBED PARCEL BEARS SOUTH 89°32'40" EAST ALONG THE NORTH LINE OF SAID SECTION 11, 1006.67 FEET;  
THENCE ALONG TIE LINE SOUTH 63°28'46" EAST, 790.18 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;  
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

Tax Parcel I.D. # of parent tract: Apache County 101-10-003

Optionor acknowledges and agrees that if the governmental authority requires a landscaped buffer be leased or maintained around the Leased Premises, then (1) the survey will show such additional area and (2) the Lease will be deemed to include such buffer area either within the Premises or as an appurtenant easement to the Premises, based on the applicable governmental requirements.

**EXHIBIT "A-1"**

Survey or Site Plan

Location of the Leased Premises shall be determined by survey, and upon completion shall replace this **Exhibit "A-1"**.





**EXHIBIT "B"**

Easement(s)

ACCESS / UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE PARCEL DESCRIBED IN WARRANTY DEED 2021-007339, DATED 08/25/2021 AND BEING A PART OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, SECTION 11, TOWNSHIP 5 NORTH, RANGE 30 EAST, APACHE COUNTY, STATE OF ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE SOUTH 89°32'40" EAST ALONG THE NORTH LINE OF SAID SECTION 11, 1006.67 FEET; THENCE SOUTH 01°38'50" EAST, 78.41 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 86°56'30" WEST, A DISTANCE OF 183.18 FEET; TO THE BEGINNING OF A CURVE TO THE (LEFT) HAVING A RADIUS OF 21.00 FEET; CHORD BEARING SOUTH 43°28'15" WEST, 28.90 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°56'31", AN ARC LENGTH OF 31.87 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 214.71 FEET; TO THE BEGINNING OF A CURVE TO THE (RIGHT) HAVING A RADIUS OF 9.00 FEET; CHORD BEARING SOUTH 45°00'00" WEST, 12.73 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 14.14 FEET;

THENCE SOUTH 89°59'59" WEST, A DISTANCE OF 90.06 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 12.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 51.51 FEET; TO THE BEGINNING OF A CURVE TO THE (RIGHT) HAVING A RADIUS OF 12.00 FEET; CHORD BEARING SOUTH 45°01'11" EAST, 16.96 FEET; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°57'37", AN ARC LENGTH OF 18.84 FEET;

THENCE SOUTH 00°02'23" EAST, A DISTANCE OF 37.95 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 37.97 FEET; TO THE BEGINNING OF A CURVE TO THE (RIGHT) HAVING A RADIUS OF 12.00 FEET; CORD BEARING NORTH 43°18'44" EAST, 16.46 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°37'28", AN ARC LENGTH OF 18.14 FEET;

TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 21.00 FEET, CHORD BEARING NORTH 45°19'04" EAST, 29.87 FEET; THENCE NORTHEASTERLY,

ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°37'45", AN ARC LENGTH OF 33.22 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 214.71 FEET; TO THE BEGINNING OF A CURVE TO THE (RIGHT) HAVING A RADIUS OF 9.00 FEET; CHORD BEARING NORTH 43°28'15" EAST, 12.38 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°56'29", AN ARC LENGTH OF 13.66 FEET;

THENCE NORTH 86°56'29" EAST, A DISTANCE OF 182.88 FEET;  
THENCE NORTH 01°38'33" WEST, A DISTANCE OF 12.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING 7221 SQUARE FEET OR 0.166 ACRES, MORE OR LESS.

#### 5' UTILITY EASEMENT 1 LEGAL DESCRIPTION

A PORTION OF THE PARCEL DESCRIBED IN WARRANTY DEED 2021-007339, DATED 08/25/2021 AND BEING A PART OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, SECTION 11, TOWNSHIP 5 NORTH, RANGE 30 EAST, APACHE COUNTY, STATE OF ARIZONA,

A 5.00 FOOT WIDE STRIP OF LAND LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11 WHICH THE NORTHEAST CORNER OF DESCRIBED PARCEL BEARS SOUTH 89°32'40" EAST ALONG THE NORTH LINE OF SAID SECTION 11, 1006.67 FEET;  
THENCE ALONG TIE LINE SOUTH 66°35'26" EAST, 880.44 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 49°30'23" EAST, A DISTANCE OF 26.58 FEET TO THE POINT OF TERMINUS.

ALL SIDE LINES OF DESCRIBED EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS PARCEL.

#### 5' UTILITY EASEMENT 2 LEGAL DESCRIPTION

A PORTION OF THE PARCEL DESCRIBED IN WARRANTY DEED 2021-007339, DATED 08/25/2021 AND BEING A PART OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, SECTION 11, TOWNSHIP 5 NORTH, RANGE 30 EAST, APACHE COUNTY, STATE OF ARIZONA,

A 5.00 FOOT WIDE STRIP OF LAND LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE SOUTH 89°32'40" EAST ALONG THE NORTH LINE OF SAID SECTION 11, 1006.67 FEET; THENCE SOUTH 01°38'50" EAST, 90.41 FEET; THENCE SOUTH 86°56'29" WEST, A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°38'33" EAST, A DISTANCE OF 8.63 FEET TO THE POINT OF TERMINUS.

ALL SIDE LINES OF DESCRIBED EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS PARCEL.

and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Lessor's property, the location of said easements being shown on **Exhibit "B"** hereto (the "Easements"). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.

5. If the Option is exercised, the Lease Agreement provides for an initial term of five (5) years and five (5) additional five (5) year terms, which shall occur automatically unless Lessee delivers written notice of intent not to renew to Lessor at least thirty (30) days prior to the expiration of the initial term, or the renewal term then in effect.

The Lease Agreement provides that during the term of the Lease Agreement neither Lessor nor any tenant or person or entity claiming by or through Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower, or operate an antenna site leasing business which competes directly or indirectly with Lessee on the lands of Lessor within a radius of five (5) miles of the Leased Premises. The Lease Agreement also provides that, without Lessee's prior written consent, Lessor shall not, directly or indirectly, assign its right in the Lease Agreement or the rent or any rights thereunder, or sell any easement or interest in any portion of the Site (including the Leased Premises), except in connection with conveyance of fee simple title to the Site. If at any time during the term of the Lease Agreement, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent, the Leased Premises or the Site, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to purchase the Leased Premises (or, at Lessee's option, a permanent easement in the location of the Leased Premises, which will continue to include the appurtenant Easements for access and utilities granted in the Lease Agreement) for a pro-rata price based on the size that the Leased Premises is to the portion of the Site described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice to accept the Offer or exercise Lessee's right to purchase the Leased Premises and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer or exercised its right to purchase the Leased Premises in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected.

[Signatures and Acknowledgments Begin on Next Page]

**Exhibit "A"**  
(Leased Premises)

A PORTION OF THE PARCEL DESCRIBED IN WARRANTY DEED 2021-007339, DATED 08/25/2021 AND BEING A PART OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, SECTION 11, TOWNSHIP 5 NORTH, RANGE 30 EAST, APACHE COUNTY, STATE OF ARIZONA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11 WHICH THE NORTHEAST CORNER OF DESCRIBED PARCEL BEARS SOUTH 89°32'40" EAST ALONG THE NORTH LINE OF SAID SECTION 11, 1006.67 FEET;  
THENCE ALONG TIE LINE SOUTH 63°28'46" EAST, 790.18 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 50.00 FEET;  
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

Tax Parcel I.D. # of parent tract: Apache County 101-10-003  
Physical Address of parent tract: Alpine, AZ 85920

**Exhibit "B"**  
(the "Easements")

ACCESS / UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE PARCEL DESCRIBED IN WARRANTY DEED 2021-007339, DATED 08/25/2021 AND BEING A PART OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, SECTION 11, TOWNSHIP 5 NORTH, RANGE 30 EAST, APACHE COUNTY, STATE OF ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE SOUTH 89°32'40" EAST ALONG THE NORTH LINE OF SAID SECTION 11, 1006.67 FEET; THENCE SOUTH 01°38'50" EAST, 78.41 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 86°56'30" WEST, A DISTANCE OF 183.18 FEET; TO THE BEGINNING OF A CURVE TO THE (LEFT) HAVING A RADIUS OF 21.00 FEET; CHORD BEARING SOUTH 43°28'15" WEST, 28.90 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°56'31", AN ARC LENGTH OF 31.87 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 214.71 FEET; TO THE BEGINNING OF A CURVE TO THE (RIGHT) HAVING A RADIUS OF 9.00 FEET; CHORD BEARING SOUTH 45°00'00" WEST, 12.73 FEET; THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 14.14 FEET;

THENCE SOUTH 89°59'59" WEST, A DISTANCE OF 90.06 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 12.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 51.51 FEET; TO THE BEGINNING OF A CURVE TO THE (RIGHT) HAVING A RADIUS OF 12.00 FEET; CHORD BEARING SOUTH 45°01'11" EAST, 16.96 FEET; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°57'37", AN ARC LENGTH OF 18.84 FEET;

THENCE SOUTH 00°02'23" EAST, A DISTANCE OF 37.95 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 37.97 FEET; TO THE BEGINNING OF A CURVE TO THE (RIGHT) HAVING A RADIUS OF 12.00 FEET; CHORD BEARING NORTH 43°18'44" EAST, 16.46 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°37'28", AN ARC LENGTH OF 18.14 FEET;

TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 21.00 FEET, CHORD BEARING NORTH 45°19'04" EAST, 29.87 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°37'45", AN ARC LENGTH OF 33.22 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 214.71 FEET; TO THE BEGINNING OF A CURVE TO THE (RIGHT) HAVING A RADIUS OF 9.00 FEET; CHORD BEARING NORTH 43°28'15" EAST, 12.38 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°56'29", AN ARC LENGTH OF 13.66 FEET;

THENCE NORTH 86°56'29" EAST, A DISTANCE OF 182.88 FEET;  
THENCE NORTH 01°38'33" WEST, A DISTANCE OF 12.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING 7221 SQUARE FEET OR 0.166 ACRES, MORE OR LESS.

#### 5' UTILITY EASEMENT 1 LEGAL DESCRIPTION

A PORTION OF THE PARCEL DESCRIBED IN WARRANTY DEED 2021-007339, DATED 08/25/2021 AND BEING A PART OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, SECTION 11, TOWNSHIP 5 NORTH, RANGE 30 EAST, APACHE COUNTY, STATE OF ARIZONA,

A 5.00 FOOT WIDE STRIP OF LAND LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11 WHICH THE NORTHEAST CORNER OF DESCRIBED PARCEL BEARS SOUTH 89°32'40" EAST ALONG THE NORTH LINE OF SAID SECTION 11, 1006.67 FEET;  
THENCE ALONG TIE LINE SOUTH 66°35'26" EAST, 880.44 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 49°30'23" EAST, A DISTANCE OF 26.58 FEET TO THE POINT OF TERMINUS.

ALL SIDE LINES OF DESCRIBED EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS PARCEL.

#### 5' UTILITY EASEMENT 2 LEGAL DESCRIPTION

A PORTION OF THE PARCEL DESCRIBED IN WARRANTY DEED 2021-007339, DATED 08/25/2021 AND BEING A PART OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, SECTION 11, TOWNSHIP 5 NORTH, RANGE 30 EAST, APACHE COUNTY, STATE OF ARIZONA,

A 5.00 FOOT WIDE STRIP OF LAND LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE SOUTH 89°32'40" EAST ALONG THE NORTH LINE OF SAID SECTION 11, 1006.67 FEET; THENCE SOUTH 01°38'50" EAST, 90.41 FEET; THENCE SOUTH 86°56'29" WEST, A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°38'33" EAST, A DISTANCE OF 8.63 FEET TO THE POINT OF TERMINUS.

ALL SIDE LINES OF DESCRIBED EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM ONE CONTIGUOUS PARCEL.

# NOTICE

Posted 2/14/23

THE APACHE COUNTY  
PLANNING & ZONING COMMISSION  
WILL HOLD A PUBLIC MEETING

75 W. Cleveland Street,  
County Annex Board of Supervisors Room

March 2, 2023

AT 1pm CMST

FOR THE PURPOSE OF  
**CONDITIONAL USE PERMIT**

Allowing TowerComm/Verizon to construct a 50'x50'  
wireless comm facility & install a 100' MonoPine Cell Tower

FOR THE PROPERTY

DESCRIBED AS FOLLOWS:

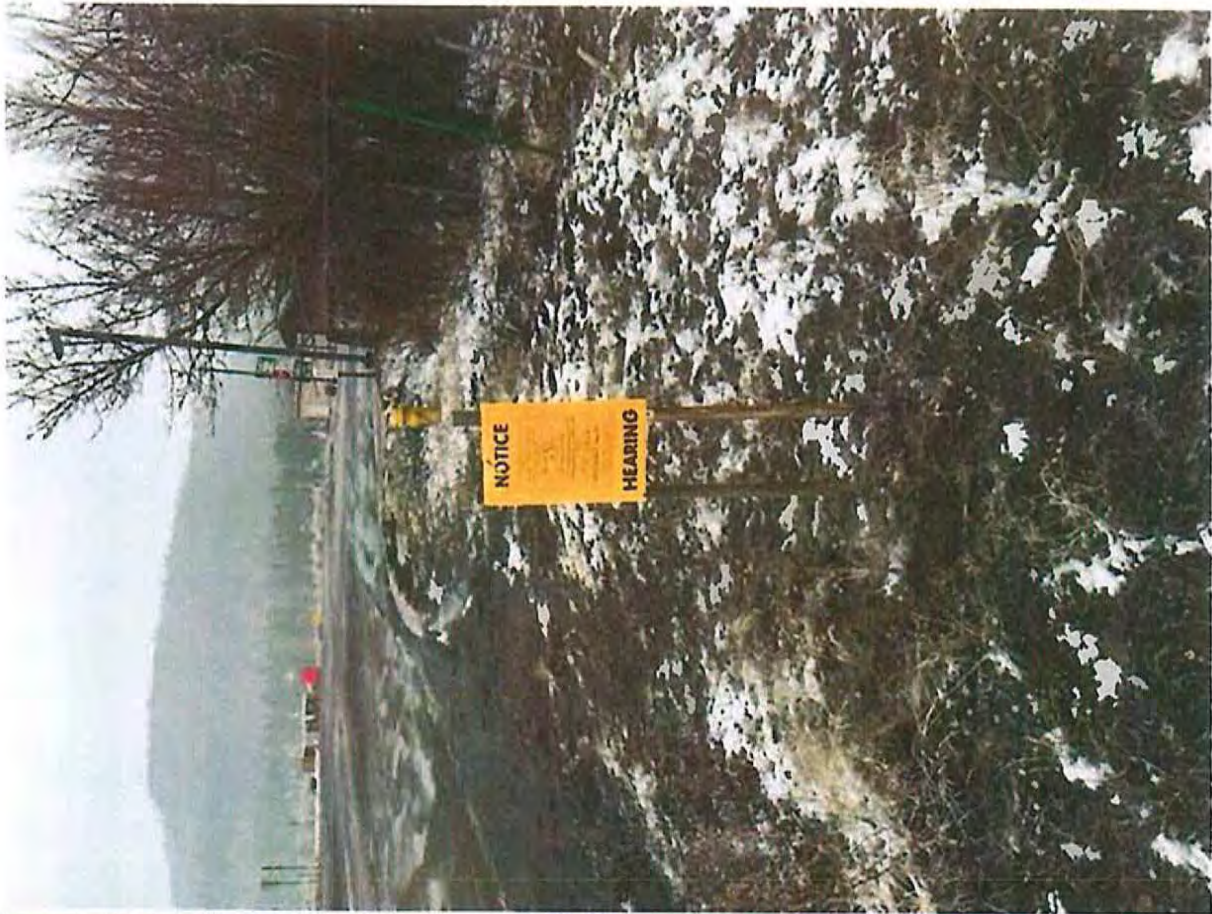
PARCEL/REFERENCE NUMBER: 101-10-003

LOCATION/LEGAL DESCRIPTION \_\_\_\_\_

Section: 11, Township: 5N, Range: 30E

ALL INTERESTED PERSONS ARE ENCOURAGED  
TO ATTEND THE PUBLIC MEETING

# HEARING



Posted 2/14/23



*Posted 2/14/2013*

WHITE MOUNTAIN PUBLISHING LLC.  
P.O . BOX 1570  
SHOW LOW AZ 85902  
(928)537-5721  
Fax (928)537-1780

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 02/06/23 12:07 by ttrou

Acct #: 8831

Ad #: 162894

Status: New WHOLD WHOI

The Apache County Planning and Zoning Commission will hold a meeting on Thursday, March 2, 2023, at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARINGS, consideration, and possible recommendation for approval of a conditional use permit allowing TowerCom/Verizon to construct a Wireless Communication facility and install a 100' MonoPine tower with an associated ground 50' x 50' equipment compound. The proposed tower will be disguised as a pine tree and designed to support additional commercial wireless tenants and public safety entities. Property is located at 42572 S. US 180 in Alpine, AZ 85820. A.P.N. 101-10-003.

\*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7526, 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 Commission may participate telephonically or through video communication.

\*These items are available on the county Web site at [www.co.apache.az.us](http://www.co.apache.az.us) at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85838, or e-mail [planning@co.apache.az.us](mailto:planning@co.apache.az.us).

\*\*\*If you plan to attend the public meeting, please call (928) 337-7526 the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent: #162894, F, February 10, 2023

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time: 2/27/23

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

Apache County Attorney's Office

Date/Signature: February 27, 2023

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 adopt professional intern housing allowance policy.

BOS Meeting Date Requested

March 7, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature



Finance Review: \_\_\_\_\_

Signature



Human Resources Review: \_\_\_\_\_

Signature

Other Review: \_\_\_\_\_

Signature

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

## **PROFESSIONAL INTERNSHIP/CLERKSHIP HOUSING REIMBURSEMENT**

### **Policy:**

The Apache County Attorney's Office recognizes the need to recruit professional talent for attorney positions. To do so, internships/clerkships are offered to current full-time (12 credit hours or more each semester) or recently graduated (within one calendar year of graduation) law students. Because these internships/clerkships are temporary in nature and Apache County is a great distance from most law schools, it is often necessary for interns to relocate and obtain temporary housing while they complete the internships/clerkships. However, there is limited temporary housing within the County, which often results in higher-than-normal housing costs. Additionally, interns generally retain their long-term leases in metropolitan areas while they complete their internships/clerkships in Apache County.

As such, housing costs in Apache County have at times been a cost-prohibitive obstacle and have prevented well-qualified individuals from accepting these internships/clerkships with the County. Accordingly, under this policy Apache County may reimburse up to \$900 per month for housing costs associated with completing a legal internship/clerkship with the Apache County Attorney's Office. As mentioned under this policy, "housing costs" shall be limited to actual rent payments, and shall not include utilities, internet, or other associated expenses. Reimbursement under this policy shall not exceed \$2,700 per individual, per calendar year. Reimbursement under this policy shall come from the Apache County Attorney Office's budget, and reimbursement under this policy shall be at the sole discretion of the Apache County Attorney.

### **Coverage:**

*This policy only applies to employees completing an internship or clerkship with the Apache County Attorney's Office in salary grade 50 and above.*

### **Qualifying Criteria:**

All of the following conditions must be met for an employee to qualify for the professional internship/clerkship housing reimbursement:

- A. The employee must be a full-time or recently graduated law student and completing an internship or clerkship with the Apache County Attorney's Office;
- B. The employee must be in a salary grade position of 50 and above;
- C. The employee must be currently enrolled in a juris doctorate program at a nationally accredited college or university;

- D. The housing expenses must be incurred as a direct result of the employee temporarily relocating to Apache County for the purpose of completing an internship/clerkship;
- E. The employee must be relocating to the Apache County office where they will be working from a distance greater than 100 miles.
- F. The employee's housing must be located within Apache County; and
- G. The employee must provide documentation of actual housing expenses incurred and will be reimbursed when such documentation is approved by signature of an authorized signer.


Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name:

Michael Latham, Presiding Judge

Date/Signature:

 3/9/23

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

Request discussion and approval of the Memorandum of Understanding between the U. S District Court of Arizona and Apache County – North Star Justice Court (Chinle Courtroom). The agreement is effective March 1, 2023 to February 29, 2024.

BOS Meeting Date Requested April 4, 2023

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed; item approved for Agenda.

Board Clerk's Initials

**MEMORANDUM OF UNDERSTANDING  
BETWEEN APACHE COUNTY AND THE UNITED STATES DISTRICT  
COURT FOR THE DISTRICT OF ARIZONA**

---

This Memorandum of Understanding ("MOU") is entered into by and between Apache County (the "County"), and the United States District Court for the District of Arizona (the "District Court").

**WHEREAS**, the District Court is in need of space to hold hearings one business day approximately every six weeks in the Chinle area for its Tribal and Community Reentry Court Program; and

**WHEREAS**, the County owns and operates the Chinle Justice Court located at U.S. Highway 191 Milepost 447, Chinle, AZ 86503; and

**WHEREAS**, the County has an available courtroom within the Chinle Justice Court building; and

**WHEREAS**, the County has agreed to allow the District Court to use the Chinle Justice Court one business day per month to hold hearings for the Tribal and Community Reentry Court Program.

**NOW, THEREFORE**, the parties hereby agree as follows:

**A. Purpose**

The purpose of this MOU is for the County to assist the District Court by allowing the District Court to hold hearings for the Tribal and Community Reentry Court Program at the Chinle Justice Court once per month.

**B. Compensation**

The District Court will pay the County \$75 per day of courtroom use in the Chinle Justice Court. The County will submit an invoice for payment within 30 days after the hearing date to the following address:

FABD Manager/Contracting Officer  
US District Court- District of Arizona  
Sandra Day O'Connor Courthouse  
410 W Washington, Suite 145, SPC 5  
Phoenix AZ 85003  
[invoice@azd.uscourts.gov](mailto:invoice@azd.uscourts.gov)

### **C. Availability of Facility**

The County will make the Chinle Justice Court available to the District Court one business day per month between the hours of 8:00 AM and 5:00 PM. The District Court will provide notice of the specific hearing dates to the Chinle Justice Court at least 30 days in advance such that access can be made available.

### **D. Term**

This MOU shall become effective on March 1, 2023, and shall remain in effect until February 29, 2024.

### **E. Renewal and Termination**

**(1) Renewal.** Upon mutual agreement from all parties, this MOU may be renewed annually for six additional one-year terms on March 1<sup>st</sup> of each year. Either party may request renewal of this MOU by providing written notice 90 days prior to March 1<sup>st</sup> of each year.

**(2) Termination.** Either party may terminate this MOU upon written notice 90 days prior to the effective termination date.

### **F. Security**

Under the oversight of the United States Marshals Service (USMS), security for the Chinle Justice Court facility will be provided during the hearing dates during which the District Court and the USMS will establish and maintain security protocols to manage the flow of participants and to restrict unauthorized contraband and weapons into the Court and provide for the safety of the Court and participants.

### **G. Indemnification**

Notwithstanding any other term or provision of this agreement, the judiciary's liability related to any claim for personal injury, death, property loss, or damage under this agreement, is limited by and subject to the procedures and terms of the Federal Tort Claims Act, the Antideficiency Act, and all other applicable federal laws and regulations.

#### **H. Third Party Lease Agreement**

While the County owns the building in which the Chinle Justice Court is housed, it has entered into a lease agreement with the Navajo Nation for the property on which the building is located. As such, should the County or Navajo Nation terminate their lease agreement, the County bears no obligation or responsibility to ensure the District Court has continued access to the Chinle Justice Court.

#### **I. Amendments**

This MOU shall not be altered, changed or amended except by a written instrument executed by both parties.

#### **J. Scope of Agreement**

This MOU incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this MOU. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

#### **K. Dispute Resolution and Choice of Law**

In the event of a dispute under this MOU, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action. This MOU shall be construed in accordance with federal law and any legal action thereupon shall be initiated in an appropriate court of the United States. Obligations to and rights of the United States under its contracts are governed exclusively by federal law pursuant to *Boyle v. United Technologies Corp.*, 487 U.S. 500, 504 (1988).

#### **L. Severability**

In the event that any portion of this IGA is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this IGA shall remain in full force and effect.

#### **M. Cancellation for Conflict of Interest**

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

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this IGA on the dates affixed by their signatures.

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

\_\_\_\_\_  
Debra D. Lucas, District Court  
Executive and Clerk of Court  
U.S. Courts, District of Arizona

\_\_\_\_\_  
Date

**APACHE COUNTY**

\_\_\_\_\_  
Alton J. Shepherd, Chairman  
Apache County Board of Supervisors

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Michael B. Whiting  
Apache County Attorney

\_\_\_\_\_  
Date

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Constable St. Johns Precinct

Date/Signature: *John 3-14-23*

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

Discussion & possible approval of accepting a Grant in the amount of \$6,592.44 from the Constable Ethics, Standards and Training Board, for the purpose of purchasing updated Body Armor for all three (3) Constables in each Justice Court Precinct. There are no matching funds requested or additional cost to the County..

BOS Meeting Date Requested April 4<sup>th</sup>, 2023.

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature *W.R.H.*

Finance Review:

Signature *J. White*

Human Resources Review:

Signature

Other Review:

Signature

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



CONSTABLE ETHICS,  
STANDARDS & TRAINING BOARD  
GRANT AWARD CONTRACT  
GRANT NO. CNA23-401

Project Title: Ballistic Vests

Grant Award Amount: \$6,592.44

This Agreement Shall Become Effective: Upon the date a fully-executed original is received by the Constable Ethics, Standards and Training Board ("Board").

Termination Date: June 30, 2023 This agreement expires on this date unless prior written approval for an extension has been obtained from the Board. The Board in its sole discretion may approve an extension to further the goals and objectives of this Grant Award Contract, and to determine the length of any extension.

TERMS OF AGREEMENT

This Grant Award Contract is entered into by GRANTEE, and the BOARD, through its Chairman pursuant to authority granted to the Board by A.R.S. § 22-137 and A.R.S. § 22-138 and in accordance with A.R.S. § 41-2701 et seq. The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual terms, statutes and regulations governing the expenditure of Board funds.

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

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

GRANTEE		BOARD	
Apache County		Constable Ethics, Standards and Training Board	
Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
		2/12/23	
Typed/Printed Name & Title (BELOW):		Dennis Downing Chairman	

County official complete

## Definitions

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

1. "Board" means the State of Arizona Constable Ethics, Standards & Training Board.
2. "Chairman" means the agency head of the Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
3. "Deliverables" means the reports, documentation, and other materials developed for submission to the Board by the Grantee in the course of the Grantee's performance under this Grant Award Contract.
4. "Grant Application" means the application filed by the Grantee upon which this Grant Award Contract was awarded.
5. "Grant Award Contract" means this Grant Award Contract between the Board and Grantee.
6. "Grant Award Contract Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
7. "Grantee" means the county, person, firms, or organization performing the work or delivering the items described in this Grant Award Contract.
8. "Records" means all books, accounts, reports, receipts, files and other records relating to this Grant Award Contract.
9. "Scope of Work" means that part of this Grant Award Contract that describes the work to be performed by the Grantee to accomplish the Project purpose under this Grant Award Contract. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
10. The use of the word "shall" means the action described is mandatory under this Grant Award Contract and/or applicable law.
11. "State" means the State of Arizona, including the Board.

## General Requirements

1. Governing Law and Dispute Resolution This Grant Award Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. Disputes arising during the performance of this Grant Award Contract will be resolved to the maximum extent possible through cooperation and coordination of the Grantee and the Board. If the parties are unable to resolve their differences by agreement, the parties agree to resolve all disputes arising out of or relating to this Grant Award Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes. Any litigation regarding this Grant Award Contract must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
2. Terms of this Grant Award Contract The terms of the Request for Grant Applications that led to the grant award incorporated in this Grant Award Contract are hereby incorporated into this Grant Award Contract by this reference, except that to the extent there is any conflict between the terms of the Request for Grant Applications and this Grant Award Contract, the terms of this Grant Award Contract shall prevail and shall govern the terms of the parties' obligations to each other.
3. Licenses, Permits and Authorizations Grantee shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this Grant Award Contract; and is responsible for compliance with all applicable local, state, and federal laws.
4. Modification and Amendment This Grant Award Contract may be modified only by a written Grant Award Amendment signed by Chairman of the Board or by another person authorized in writing by the Board to act on behalf of the Board.
5. Antitrust Claims Grantee assigns to the Board any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Grantee in exchange for grant funds provided under this Grant Awards Contract.

6. No Assignment No rights or interest in this Grant Award Contract shall be assigned by Grantee without prior written approval of the Board.
7. No Political Activities Grantee agrees that no funds provided or personnel employed under this Grant Award Contract shall be in any way engaged in conduct of political activities in violation of 5 U.S.C. § 1502.
8. Conflict of Interest Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner with the performance of services required under this Grant Award Contract.
9. Assessments, Evaluations and Information or Data Collection Grantee agrees to cooperate and participate with any and all assessments, evaluations or information or data collection requests.
10. Privacy Laws Grantee assures that it will comply with all state and federal laws regarding privacy during the course of this award.
11. Immigration Laws As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Grant Award Contract subject to penalties up to and including termination of this Grant Award Contract. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If State law is amended, the parties may modify this paragraph consistent with State law.
12. Severability If any provision of the Grant Award Contract is held invalid, the remainder of this Grant Award Contract shall not be affected thereby and all other parts of this Grant Award Contract shall be in full force and effect.
13. Relationship of Parties The parties agree that the Grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Board or the State as a result of this Grant Award Contract. The Grantee is solely responsible for the planning, design, scope, and implementation of the Scope of Work funded through this Grant Award Contract. Neither the Board nor the State is responsible for any liabilities resulting from the Grantee's planning, design, Scope of Work, implementation or performance of the Scope of Work funded through this Grant Award Contract.
14. No Waiver Either party's failure to insist on strict performance of any term or condition of this Grant Award Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
15. Records Retention Pursuant to A.R.S. §§ 35-214 and 35-215, Grantee shall retain and shall contractually require each contractor and subcontractor to retain all records relating to this Grant Award Contract for a period of five years after completion of the Grant Award Contract and until any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the Board at reasonable times. Upon request, the Grantee shall produce the original of any or all such records at the offices of the Board.

16. Stop Work Notice In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Grant Award Contract, illegal or unpermitted activities, or other material discrepancies between the Grant Award Contract and the Grantee's activities, the Board reserves the right to issue notice to the Grantee to stop work. The notice will further specify that the Board will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the Board.
17. Period The Board agrees to reimburse Grantee for work activities performed during the time this Grant Award Contract is in effect. The Board is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Award Contract or after this Grant Award Contract is no longer in effect. The Board may extend the time this Grant Award Contract is in effect, if requested by the Grantee by executing a Grant Award Contract Amendment.
18. Contractors, Subcontractors and Consultants Contractors, subcontractors or consultants may be used in the performance of tasks described in the Scope of Work of this Grant Award Contract. The Grantee shall not enter into any contract or subcontract under this Grant Award Contract without consideration for impact on the project. The Grantee shall report any contract or subcontract awards or changes as part of that calendar year's narrative report. Any contractor, subcontractor or consultant participating in this Grant Award Contract shall comply with the terms and conditions of this Grant Award Contract, as set forth in the general provisions and Scope of Work. Should the Grantee utilize any contractors, subcontractors or consultants, Grantee agrees to supply all such contractors and subcontractors with copies of this Grant Award Contract and the Request for Grant Application that led to this Grant Award Contract, and to obtain the written agreement of each such contractor or subcontractor to follow and be bound by all terms of this Grant Award Contract.

#### **Indemnification**

1. Notwithstanding any provision of this Grant Award Contract to the contrary, the Board is not authorized to indemnify Grantee or its contractors and/or subcontractors.
2. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter referred to as "Claims") arising out of the bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. The Grantee shall indemnify and hold harmless the Board and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Award Contract performance or use by the Board of materials furnished or work performed under this Grant Award Contract. In consideration of the award of this Grant Award Contract, the Grantee agrees to waive all rights of subrogation against the Board and the State, their officers, officials, agents, and employees for losses arising from the work performed by the Grantee and the Board. However, if the Grantee is a State agency, board, commission, political subdivision of the State, or a university of the State, this paragraph shall not apply.
3. Should the Grantee utilize contractor(s) and/or subcontractor(s), the indemnification clause between Grantee and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall indemnify, defend, save, and hold harmless Grantee, the Arizona Constable Ethics, Standards and Training Board, and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to together as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of such contractor or any of its owners, officers, directors, agents, employees or subcontractors. This

indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona and the Arizona Constable Ethics, Standards and Training Board, and their departments, agencies, boards, commissions, universities, political subdivisions, officers, officials, agents and employees as additional insureds, and also include a waiver of subrogation in favor of the State, the Arizona Constable Ethics, Standards and Training Board, and the other foregoing State entities and persons. Insurance requirements for any contractor or subcontractor used by Grantee are incorporated herein by this reference and attached to this Grant Award Contract as Exhibit "A".

### **Termination of Grant Award Contract**

1. Suspension or Debarment The Board may, by written notice to the Grantee, immediately terminate this Grant Award Contract if the Board determines that the Grantee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this Grant Award Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Board.
2. Termination for Convenience The Board reserves the right to terminate this Grant Award Contract in whole or in part at any time, when in the best interests of the Board, without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Board. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under this Grant Award Contract shall become the property of and be delivered to the Board. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Board is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
3. Termination for Default The Board reserves the right to terminate this Grant Award Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of this Grant Award Contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Board shall provide written notice of the termination and the reasons for it to the Grantee.
4. Non-Availability of Funds Every payment obligation of the Board under this Grant Award Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Grant Award Contract, this Grant Award Contract may be terminated by the Board at the end of the period for which funds are available. No liability shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
5. Continuation of Work Activities After Termination Termination of this Grant Award Contract does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.
6. Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the Board may cancel this Grant Award Contract within 3 years after Grant Award Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant Award Contract on behalf of the Board is or becomes at any time while the Grant Award Contract or an extension of the Grant Award Contract is in effect an employee of or a consultant to any other party to this Grant Award Contract with respect to the subject matter of the Grant Award Contract. The cancellation shall be effective when the Grantee receives

written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant Award Contract as provided in A.R.S. § 38-511.

### **Non-Discrimination**

The Grantee shall comply with Executive Order 2009-09, which mandates that during the performance of this Grant Award Contract, the Grantee and its contractors and subcontractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee and its contractors and subcontractors will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Grantee and its contractors and subcontractors shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Grantee agrees to ensure that the provisions of this paragraph are included in all of its contracts with contractors and subcontractors relating to this Grant Award Contract.

### **Payments**

1. Use of Grant Funds Grantee agrees that grant funds will be used in accordance with the terms of this Grant Award Contract. Awarded grant funds shall be used solely for eligible purposes as approved by the Board. Line item funding is considered estimates of costs; however, the total project costs are considered exact and shall not be exceeded by the Grantee unless this Grant Award Contract is amended in a Grant Award Contract Amendment. Substandard performance by Grantee of its obligations under this Grant Award Contract as determined by the Board will constitute noncompliance with this Grant Award Contract. Any deviation or failure to comply with the purpose and/or conditions of this Grant Award Contract by Grantee without prior written approval of the Board may constitute sufficient reason for the Board to terminate this Grant Award Contract, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds that are determined by the Board to have been spent in violation of the purpose or conditions of this Grant Award Contract.
2. Actual Cost, Reimbursement and Advance All payments made under this Grant Award Contract shall be by actual cost.
  - a. Payments under the Grant Award Contract shall be by actual cost and reimbursement. The Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the Scope of Work.
  - b. The Grantee may request advance payment of partial grant funds. The Grantee shall submit written justification to the Board explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to Board approval. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses. Additionally, Grantee must reimburse the Board any advances paid that were in excess of actual costs of implementing the grant project.
3. Conditions of Payment Each payment is conditioned upon receipt and approval by the Board of the deliverable(s) specified in the Scope of Work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Board has the right to disallow contributions determined inappropriate or unreasonable. The Board shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.
4. Default If the Board determines that the Grantee is in default in the performance of any obligation under this Grant Award Contract, the Board may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.

- 5. IRS W-9 If Grantee is not a political subdivision of the State, in order to receive payment under any resulting Grant Award Contract, the Grantee shall have a current IRS-W9 Form on file with the Board.
- 6. Recoupment of Payments The Grantee shall reimburse the Board for all grant funds determined by the Board not to have been spent in accordance with the terms of this Grant Award Contract.

**Ownership of Information**

Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Award Contract shall rest in the Board, except for copyrighted material prepared in advance of this Grant Award Contract by the Grantee at the expense of the Grantee. The Board shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract, except for copyrighted material. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract.

**Notices**

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

- Grantee Name: \_\_\_\_\_
- Grantee Mailing Address: \_\_\_\_\_
- Grantee City: \_\_\_\_\_
- Grantee Zip Code: \_\_\_\_\_
- Grantee Telephone Number: \_\_\_\_\_
- Grantee Fax Number: \_\_\_\_\_
- Grantee E-Mail Address: \_\_\_\_\_

Notices, correspondence, data, analyses, inquires, invoices, technical reports and other information, including all Deliverables from the Grantee to the Board shall be sent to:

- Constable Ethics Standards & Training Board  
PO Box 13116  
Phoenix, Arizona 85002  
Telephone: 602-343-6280  
Facsimile: 602-712-1252  
E-mail: cestb@azcapitolconsulting.com

**Deliverables**

- 1. Included with every reimbursement or payment request, the Grantee shall submit to the Board a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the Board. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project’s progress, as applicable. Grantee must obtain Board pre-approval before any funds are relocated within the original/approved budget in the grant application. The Grantee is responsible for responding to any inquiries from the Board.
- 2. The Grantee shall identify the grant contract number in all reports submitted to the Board.

3. On a quarterly basis, until the project is completed and the Grant Award Contract is terminated, the Grantee shall submit to the Board a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the Grantee in the grant application. Reports must be sent to the Board by the last day of each quarter following the execution of the Grant Award Contract.
4. At the end of the project, a final budget and final narrative report must be submitted and approved by the Board. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State. The Board will not disburse final payment until the final report and all requirements of the Grant Award Contract have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.
5. The Grantee shall include the following language in all reports prepared for this Grant Award Contract and in any publication of reports or results generated with the financial support of the Board:
  - a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
  - b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."

**SCOPE OF WORK**  
**ADDENDUM A**

The Scope of Work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

APACHE COUNTY BOARD OF SUPERVISORS

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

Jack Ingram, ACSO Dispatch

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 approval to recognize the employees of the Apache County Sheriff's Office Dispatch Center and proclaim April 9<sup>th</sup>-15<sup>th</sup>, 2023 National Public Safety Telecommunications Week.

BOS Meeting Date Requested April 4, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature *Ch Rth*

Check if item does not require review \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature *[Signature]*

Check if item does not require review \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Check if item does not require review \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Check if item does not require review \_\_\_\_\_

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

March 27, 2023

Supervisor Shepherd  
PO Box 428  
Saint Johns, AZ 85936

Dear Chairman:

Across the nation in times of intense personal crisis and community-wide disasters, the first access point for those seeking all classes of emergency services is 9-1-1. The local and county emergency communications centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency.

Apache County Sheriff's Office is celebrating the second full week of April (April 9-15, 2023) as National Public Safety Telecommunicators Week. This week, sponsored by the Association of Public-Safety Communications Officials (APCO) International and celebrated annually, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render lifesaving assistance to the citizens of the United States. We are enlisting your support in the form of a Proclamation to honor these men and women in our area for the work that they do every day to protect the citizens of Apache County.

The importance of recognizing and celebrating the hard work of these dedicated professionals at every level is immeasurable. We are confident you will stand behind the commitment and devotion these men and women provide to ensure the safety and security of Apache County citizens. I have enclosed a proposed message for your signature.

Thank you for your attention to this matter.

Respectfully,

Jack Ingram  
Dispatch Supervisor



RYAN N. PATTERSON  
MANAGER-CLERK  
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

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

NELSON DAVIS  
VICE CHAIRMAN OF THE BOARD  
DISTRICT III  
P.O. Box 428, St. Johns, AZ 85936

**Proclamation  
National Public Safety Telecommunicators Week  
April 9-15, 2023**

**Whereas**, emergencies can occur at any time that require law enforcement, fire or emergency medical services; and,

**Whereas**, when an emergency occurs the prompt response of sheriff deputies, police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

**Whereas**, the safety of our sheriff deputies, police officers and firefighters are dependent upon the quality and accuracy of information obtained from citizens who telephone the Apache County Sheriff's Office emergency communications center; and,

**Whereas**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

**Whereas**, Public Safety Telecommunicators are the single vital link for our sheriff deputies, police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

**Whereas**, Public Safety Telecommunicators of the Apache County Sheriff's Office have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

**Whereas**, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**Therefore, Be It Resolved**, that the Apache County Board of Supervisors declares the week of April 9 through 15, 2023, to be National Public Safety Telecommunicators Week in Apache County, in honor of the men and women whose diligence and professionalism keep our communities and citizens safe.

Signed this 4<sup>th</sup> day of April 2023.

ATTEST:

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Alton Joe Shepherd  
Chairman of the Board

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Ryan N. Patterson  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date/Signature:  3/27/2023


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 enter into an Intergovernmental agreement with the Phoenix Police Department and the Arizona Internet Crimes Against Children Task Force to provide funding on a reimbursable basis in the development of an effective response to cases involving images depicting the sexual exploitation of a minor, and the sexual assault and abuse of children facilitated by technology.


BOS Meeting Date Requested April 4, 2023

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature 

Finance Review: \_\_\_\_\_

Signature 

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

# ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

## Intergovernmental Agreement

Between

**Phoenix Police Department** (Primary Grantee) /  
Arizona ICAC Task Force Lead Agency

and

**Apache County Sheriff's Office** (Affiliate)

THIS Intergovernmental Agreement ("IGA") is entered into between the City of Phoenix, Arizona, through the Phoenix Police Department ("PPD" or "Primary Grantee"), and Apache County, Arizona, through the Apache County Sheriff's Office ("Affiliate Agency").

### I. RECITALS

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force ("ICAC Task Force") Lead Agency, is the recipient of the United States Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant regarding Internet Crimes Against Children ("ICAC"). The Task Force utilizes the grant, and funding from the Arizona Attorney General's Office, for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this IGA are known as "Affiliate Agencies".

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of the Internet Crimes Against Children Task Force, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance to the Affiliate Agency, on a reimbursable basis, through various funding sources.

1.4 Whereas the OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the

development of an effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders,
- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
- (3) Create a multi-agency task force response to ICAC offenses,
- (4) Enhance the nationwide response to ICAC offenses, and
- (5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

## **II. PURPOSE**

2.1 The purpose of this IGA is to provide funding for the Affiliate Agency, on a reimbursable basis, to support their efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 The purpose of this IGA is to memorialize parties' agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.3 Additionally, this IGA defines the responsibilities of the Affiliate Agency with the ICAC Task Force.

## **III. RESPONSIBILITIES**

3.1 Affiliated ICAC Task Forces may include investigators, supervisors, or prosecutors from various local, state, and federal law enforcement agencies who provide assistance, subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.

3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors, which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

- (1) Conduct undercover ICAC investigations; and
- (2) Conduct reactive investigations for which venue lies within the agency's jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CyberTip referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations, and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

- (1) Only sworn law enforcement personnel will conduct undercover ICAC investigations.
- (2) Each investigator involved with undercover operations has received ICAC training prior to initiating investigations; and
- (3) ICAC investigations shall also be governed by the national ICAC program's Standard Operating Procedures.

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The Affiliate Agency agrees to use the guidelines in the ICAC Standard Operating Procedures to prioritize cases.

3.9 An additional secondary role of the Affiliate Agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.

#### **IV. DURATION AND TERMINATION**

4.1 This IGA shall become effective upon the date of the last signature of the executing parties and will supersede any pre-existing agreements between the Affiliate Agency and the Arizona ICAC Task Force. This IGA will remain in effect

for five (5) years after the IGA becomes effective, unless the agreement is terminated in writing by either party upon thirty (30) day notice.

4.2 Violation of the ICAC Standard Operating Procedures is considered a material breach of this agreement and cause for cancellation of Affiliate Agency's affiliation with the Arizona ICAC Task Force. Upon discovering a violation and notifying the Affiliate Agency, the Primary Party may cancel the contract and rescind any funding under this agreement.

## V. GENERAL PROVISIONS

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the IGA, subject to penalties up to, and including, termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this IGA to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Communication between state and local government agencies and federal immigration authorities; compliance. As required by 8 U.S.C. § 1373, each party hereby agrees that, notwithstanding any other provision of federal, state, or local law, it will not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, federal immigration authorities, including US Immigration and Customs Enforcement (ICE), US Customs and Border Protection (CBP), or US Citizenship and Immigration Services (USCIS), information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

5.4 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss,

expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this IGA.

Each party, in all instances, shall be indemnified against all liability, losses, and damages of any nature for, or on account of, any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this IGA by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers, or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents, or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.5 Binding effect. All terms, provisions, and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors, and assigns.

5.6 Severability. In the event any term or provision of this IGA is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the IGA shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.7 Governing law. This IGA will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.8 Modification. This IGA may be modified only by mutual written agreement of the parties.

## **VI. SPECIAL PROVISIONS**

6.1 Goals for cases prosecuted. Various County Attorneys' Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished

to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

- (1) Reflect the seriousness of the offense;
- (2) Promote respect for the law;
- (3) Provide just punishment for the offense;
- (4) Afford adequate deterrence to criminal conduct;
- (5) Protect the public from further crimes of the defendant; and
- (6) To provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The Affiliate Agency will provide monthly reports to the Phoenix PD / ICAC Task Force in the prescribed format, no later than ten (10) days after the end of the preceding month. If statistics are not provided by the deadline, any funding will be suspended until the reporting requirement is met.

6.3 Training. The affiliated agency may make investigators available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the prosecutor to whom the case has been, or will be, referred in order to ensure compliance with applicable bar rules. All lawful efforts will be made to protect ongoing undercover operations from media publication. Member agencies will refrain from unnecessarily releasing ongoing investigative techniques and ongoing undercover identities, including screen names, age or sex of undercover personas, unless authorized and mandated by public record law, or when the information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary, or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this IGA, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.7 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically provided in this IGA, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the affiliate agencies in connection with this IGA is believed to have been compromised, affiliate agencies shall notify all other agencies in writing within ten (10) business days.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the IGA.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

6.8 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

6.9 Return of Proceeds of Sale or Auction. Affiliate agencies are prohibited from retaining the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA. In the event that an affiliate agency sells or auctions any equipment purchased with funding provided pursuant to this IGA, the affiliate agency shall return the proceeds from the sale or auction of equipment to the City of Phoenix. The City of Phoenix shall remit the proceeds returned to the original funding source. The City of Phoenix shall have the authority to audit the records of an affiliate agency as shall be deemed proper to ensure that the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA have been accounted for and returned pursuant to this section.

6.10 Affiliate Agency must abide by all federal, state, and local grant regulations.



INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952 (D), each of the undersigned attorneys Acknowledge: (1) that they have reviewed the above IGA on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Phoenix (Primary Grantee)

Apache County (Affiliate)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Printed Name)  
Acting City Attorney

\_\_\_\_\_  
(Printed Name)  
County Attorney

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature 3/27/23

*Dale M*

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 ~~UPDATE~~ YEARLY CULVERT ~~BI~~

Renew

agreement

PRE-AGENDA ITEM REVIEW

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

Legal Review: \_\_\_\_\_

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

*Alta Rth*

Finance Review: \_\_\_\_\_

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

*Jeff K*

Human Resources Review: \_\_\_\_\_

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

Other Review: \_\_\_\_\_

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

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials \_\_\_\_\_

**BID SPECIFICATIONS  
CULVERTS**

APACHE COUNTY IS SOLICITING BIDS FOR THE PURCHASE OF GALVANIZED CORRUGATED STEEL ROUND PIPE IN LENGTHS OF TWENTY FEET (20) WITH A THICKNESS OF SIXTEEN (16) GAGE. FOB VENDORS YARD, TO BE PURCHASED FROM TIME TO TIME AS NEEDED DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2023 AS FOLLOWS:

DIAMETER	PRICE/FOOT	PRICE/BAND (Inc. Nuts & Bolts)	PRICE/20' SECTION	TAX	TOTAL
18" (2 2/3" X 1/2" Corrugation)	28.21	49.06	564.20	Exempt	564.20
24" (2 2/3" X 1/2" Corrugation)	36.48	55.96	729.60	Exempt	729.60
36" (2 2/3" X 1/2" Corrugation)	52.48	83.75	1049.60	Exempt	1049.60
48" (2 2/3" X 1/2" Corrugation)	68.57	106.00	1371.40	Exempt	1371.40
60" (3" X 1" Corrugation)	99.76	112.86	1995.20	Exempt	1995.20
72" (3" X 1" Corrugation)	127.76	132.14	2555.20	Exempt	2555.20

NOTE: ALL PRICES SHALL INCLUDE APPLICABLE SALES TAX.

VENDOR NAME Pacific Ponderosa Co.  
 VENDOR ADDRESS PO Box 1145 Lakeside AZ 85929

SIGNATURE AUTHORIZATION \_\_\_\_\_

VENDOR TELEPHONE 928-368-6968 DATE 03/01/2023

FEDERAL ID: 860997395 FAX 928-368-6968

VENDOR YARD LOCATION 3542 Hilltop Dr. Lakeside AZ 85929

APACHE COUNTY RESERVES THE RIGHT TO RENEW THIS BID, IF BOTH THE VENDOR AND APACHE COUNTY ARE IN WRITTEN AGREEMENT.

CONTACT PERSON: APACHE COUNTY ENGINEER. (928) 337-7531, FAX (928) 337-2062

CONTRACT CAN BE CANCELED WITH 30 DAY NOTICE BY EITHER PARTY.

PRICE ADJUSTMENT INDEX \_\_\_\_\_ BASE PRICE \_\_\_\_\_

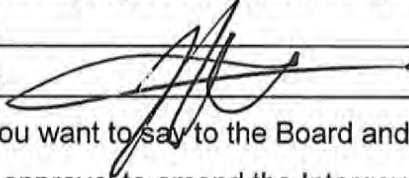
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering Department

Date/Signature 4-4-2023



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 amend the Intergovernmental Agreement between Arizona Department of Transportation and Apache County Board of Supervisors. This agreement will permit Apache County to receive Emergency Relief (ER) funds for repairs to County Route 3140 following the northern monsoon event of July 2021. Matching fund required is \$1,482.00.

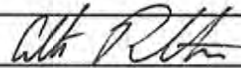
BOS Meeting Date Requested 04-04-2023

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

**EXHIBIT A**  
**County Road 3140; MP 13.8 to MP 17**  
**Cost Estimate**

IGA: 22-0008551-I  
 Amendment No. One: 22-0009014-I

**T033701C**

The Project costs are estimated as follows:

Executed Date:	<b>Original</b> 29-Jun-22	<b>Amend #1</b> Pending	<b>TOTAL</b>
<b><u>Construction:</u></b>			
Federal-aid funds @ 100%	\$ 187,450.00	\$ (187,450.00)	\$ -
Federal ER funds	\$	\$ 185,968.00	\$ 185,968.00
County's pro-rata match	\$ -	\$ 1,482.00	\$ 1,482.00
<b>Subtotal - Construction</b>	<b>\$ 187,450.00</b>	<b>\$ 187,450.00</b>	<b>\$ 187,450.00</b>
<b>Estimated TOTAL Project Cost</b>	<b>\$ 187,450.00</b>	<b>\$ 187,450.00</b>	<b>\$ 187,450.00</b>
<b>County Funds</b>	<b>\$ -</b>	<b>\$ 1,482.00</b>	<b>\$ 1,482.00</b>
<b>Federal Funds</b>	<b>\$ 187,450.00</b>	<b>\$ 185,968.00</b>	<b>\$ 185,968.00</b>

ADOT File No.: IGA 22-0008551-I  
Amendment No. One: 22-0009014-I  
AG Contract No.: P0012022000961  
Project Location/Name: County Road  
3140; MP 13.8 to MP 17  
Type of Work: Roadway Restoration  
Federal-aid No.: AAP-0(206)T  
ADOT Project No.: T033701C  
TIP/STIP No.: ER22-001C  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.:

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
APACHE COUNTY

**THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One")**, is entered into this date \_\_\_\_\_, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and APACHE COUNTY, acting by and through its BOARD OF SUPERVISORS, (the "County"). The State and the County are each individually referred to as a "Party" and are collectively referred to as the "Parties."

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, IGA 22-0008551-I, A.G. Contract No. P0012022000961 was executed on June 29, 2022, (the "Original Agreement");

**WHEREAS**, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

**WHEREAS**, the County is empowered by A.R.S. § 11-251 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the County; and

**NOW THEREFORE**, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise the Project funding; Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:

The paragraphs set forth above are hereby incorporated as part of the body of this Amendment No. One.

## **II. SCOPE OF WORK**

**Paragraphs 1.b. and c., are revised, as follows:**

**1. The Parties agree:**

- b. The County will invoice the State for federally eligible costs incurred (less the County's applicable pro-rata match of \$1,482.00) not to exceed \$185,968.00, as shown in Exhibit A, using the Payment Request Form, attached as Exhibit B and providing all supporting documentation for reimbursement of eligible costs incurred.
- c. Within 30 days of receipt of the Progress Payment Report (Exhibit B) and all supporting documentation, the State will review and provide reimbursement for eligible costs incurred, not to exceed \$185,968.00.

## **III. MISCELLANEOUS PROVISIONS**

**Section III, Paragraph 19 is revised as follows:**

- 19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and A.R.S. 35-394.

**EXCEPT AS AMENDED, ALL OTHER** terms and conditions of the Original Agreement, remain in full force and effect.

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**THIS AMENDMENT NO. ONE** shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. One.

**IN ACCORDANCE WITH** A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form is set forth below.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. One the day and year first above written.

**APACHE COUNTY**

By \_\_\_\_\_ Date \_\_\_\_\_  
~~NELSON DAVIS~~ **Alton Joe Shepherd**  
~~Mayor~~ **Chairman of the Apache County Board of Supervisors**

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**RYAN N. PATTERSON**  
~~County~~ **Clerk of the Board**

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and APACHE COUNTY, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 11-251 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.  
Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
**Michael B Whiting**  
County Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Division Director

A.G. Contract No. P0012022000961 (ADOT IGA 22-0008551 Amendment No. One: 0009014), an Agreement between public agencies, the State of Arizona and Apache County has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401 by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By \_\_\_\_\_ Date \_\_\_\_\_  
Assistant Attorney General

DRAFT

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Y:\BOS\ITEMS\2023\01

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

3/27/23 [Signature]

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

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

- The Eastern Arizona Counties Organization meeting on April 19, 2023, at 2:00 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- Small Counties Forum meeting on April 19, 2023, at 5:30 p.m. held at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on April 20, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

BOS Meeting Date Requested \_\_\_\_\_

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

(Date/Time Stamp)

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

3/27/23



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

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

BOS Meeting Date Requested \_\_\_\_\_

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

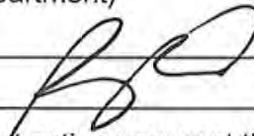
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

AGENDA ITEM REVIEW FORM

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

3/22/23 

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

Work session to discuss the Fiscal Year 2023-2024 Budget. *2' NNDOT presentation*

BOS Meeting Date Requested 4/4/23

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_