



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

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

August 5, 2013

Board of Supervisors' Hearing Room, First Floor

75 West Cleveland Street

St. Johns, Arizona

8:30 a.m. MST

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING**

August 5, 2013

1. Discussion and possible approval of Intergovernmental Agreement Tuberculosis Control Program, Contract #ADHA13-048905. The purpose of this funding is to supplement Apache County Health Department activities to prevent and control tuberculosis in order to achieve the National and State TB program objectives as specified in the Centers for Disease Control and Prevention TB Cooperative Agreement.
2. Public hearing for discussion possible adoption of the Apache County Public Health Services District Clinical Services Fee Schedule.

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING
August 5, 2013**

1. Discussion and possible approval to convert the vacant Librarian III at the Round Valley Library to a Library Manager.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
August 5, 2013**

1. Recognition of the retirement of CASA Program Coordinator Diana Ryan.
2. 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.
3. County Manager: Public hearing for consideration and possible approval of the formation of the Concho Wastewater Improvement District.
4. County Manager: Public hearing for discussion and possible approval of the 2013-2014 final budget and the notification of the Truth in Taxation increase.
5. 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, County Manager or member of the public objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of minutes dated July 9, 2013 and August 16, 2013.
- *B. Request approval of demands dated July 16, to August 5, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

Personnel Items:

- *C. Probation Services: Request authorization to remove the following from probationary status: Valerie Briscoe-George effective July 18, 2013, Barbara Vasquez effective June 19, 2013, Dr. Scott Hamblin effective May 5, 2013 and Efren Solis, effective July 8, 2013 all with the 2.5% end of probation increase.
- *D. Superior Court: Request authorization to pay the accumulated sick leave balance for Diana Ryan as outlined in Human Resources Policy, Section 3.25.

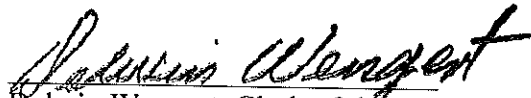
Community Development Department:

- *E. Request approval of a Conditional Use Permit for Diana Turner to place a 2nd residence on Cedar Ridge Unit 1 lot 4, property located north of St. Johns on parcel 204-52-004.
 - *F. Request approval of a Conditional Use Permit for CellularOne Communications to build a 180' self-supporting telecommunications tower near Lyman Lake. Property is located near St. Johns on parcel 108-37-027.
 - *G. Request approval of a Conditional Use Permit for CellularOne Communications to build a 180' self-supporting telecommunications tower in Witch Wells Ranches. Property is located near St. Johns on parcel 205-13-064.
6. Superior Court: Discussion and possible approval to eliminate the Juvenile Probation Department CASA Coordinator position, range 45 and hire a CASA Program Manager to fill the staff vacancy created by the retirement of Diana Ryan. This position is 100% state funded.
 7. Round Valley Justice Court: Discussion and possible approval of a 3% salary increase totaling \$950 for Patricia Reza due to longevity and her increased leadership role with the court.
 8. Round Valley Justice Court: Discussion and possible approval to convert the vacant full time Clerk III position to part time (20 hours per week) and fill the vacancy.
 9. Information Technology Department: Discussion and possible approval to hire Kent Eagar for the vacant position of Network Administrator at a salary of \$46,593.00.
 10. County Attorney's Office: Discussion and possible approval of Arizona Criminal Justice Commission Victims Compensations Grant, #CV-14-049 in the amount of \$59,366, awarded for FY14.
 11. Engineering Department: Discussion and possible approval to enter into an Intergovernmental Agreement with the Forest Service on Forest Road 249.

12. Engineering Department: Discussion and possible approval of Resource Advisory Committee (RAC) Grants from USDA for road material to be applied to County Road 4140 in the amount of \$61,750 and County Road 3140 in the amount of \$96,996.90 within USFS road easements.
13. County Manager: Discussion and possible approval of the Governor's Proclamation designating August as Child Support Awareness Month.

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: 7/31/13 at 3:00 a.m. p.m. by DB.


Delwin Wengert, Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **07/10/13**

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

ACPHSD requests discussion and possible approval of IGA Tuberculosis Control Program, Contract #ADHS13-048905. The purpose of this funding is to supplement Apache County Health Department activities to prevent and control Tuberculosis in order to achieve the National and State TB Program Objectives as specified in the Centers for Disease Control and Prevention TB Cooperative Agreement.

Date & Time Needed: _____

=====PRE-AGENDA ITEM REVIEW=====

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

=====BOARD ACTION TAKEN=====

Approved Disapproved Deleted Continued To: _____



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-048905

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Tuberculosis Control Program

Begin Date: 07/01/2013

Geographic Service Area: Apache County

Termination Date: 06/30/2018

Arizona Department of Health Services has authority to Contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to Contract for the performance of the services provided herein pursuant to:

- Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the Contracting Indian Nation.
- School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No: _____ Contractor Name: Apache County Health Department Address: P O Box 697 St. Johns, AZ 85936	FOR CLARIFICATION, CONTACT: Name: <u>Chris Sexton, Director</u> Phone: <u>(928) 337-7532</u> FAX No: <u>(928) 337-2062</u> E-mail: <u>csexton@co.apache.az.us</u>
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement	This Contract shall henceforth be referred to as Contract No. <u>ADHS13-048905</u> . The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract
Signature of Person Authorized to Sign _____ Date _____	State of Arizona Signed this _____ day of _____, 2013
Print Name and Title _____	Procurement Officer
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona	RESERVED FOR USE BY THE SECRETARY OF STATE
Signature of Person Authorized to Sign _____ Date _____	Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.
Print Name and Title _____	
Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General The Attorney General, BY:	
Signature _____ Date _____ Assistant Attorney General:	

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS13-048905	

- 1 **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract
 - 1.2 "ADHS" means Arizona Department of Health Services
 - 1.3 "Budget Term" means the period of time for which the Contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services
 - 1.8 "Cost Reimbursement" means a Contract under which a Contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the Contract terms and approved by ADHS
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor
 - 1.16 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number ADHS13-048906	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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2 Contract Type.

This Contract shall be: (check one)

Fixed Price

3 Contract Interpretation.

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments;
 - 3.3.4 Referenced Documents
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the 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.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4 Contract Administration and Operation.

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any Contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall Contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all Contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1 *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State
 - 4.10.1 *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price Contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2 *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

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Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 E-Verify Requirements In accordance with A.R.S § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S § 23-214, Subsection A.

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- 4 12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran
- 4 13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor

5. **Costs and Payments**

- 5.1 Payments Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS
- 5.2 Recoupment of Contract Payments
 - 5.2.1 Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination
 - 5.2.2 Contracted Services. In a fixed price Contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement Contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of Contract termination
 - 5.2.3 Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services
 - 5.2.4 Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4 Applicable Taxes

5.4.1 State and Local Transaction Privilege Taxes The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 I.R.S. W9 Form In order to receive payment under any resulting Contract, the Contractor shall have a current I R S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1 Accept a decrease in price offered by the Contractor;
- 5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3 Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4 Cancel the Contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

Contract Number ADHS13-048905	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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7 **Risk and Liability**

- 7.1 **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2 **Mutual Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 **Indemnification - Patent and Copyright.** To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 **Force Majeure.**
- 7.4.1 **Liability and Definition.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 **Exclusions.** Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 **Notice.** If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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7.4.4 *Default* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure

7.5 Third Party Antitrust Violations The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor

8.3 Inspection/Testing Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5

8.5.2 *Purchase Orders and Change Orders* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract

Contract Number ADHS13-048905	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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9.2 Stop Work Order.

9.2.1 Terms The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10 **Contract Termination**

10.1 Cancellation for Conflict of Interest. Pursuant to A R S § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor 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.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

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10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price Contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement Contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11 **Arbitration.** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12 **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

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- 13 **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
- 14 **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
- 15 **Fingerprint and Certification Requirements/Juvenile Services.**
- 15.1 **Paid and Unpaid Personnel.** Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et seq.
- 15.2 **Costs** The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
- 16 **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Office, Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.
19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

Contract Number ADHS13-048905	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
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1. Background

The purpose of this funding is to supplement Apache County Health Department (Contractor) activities to prevent and control Tuberculosis (TB) in Apache County by: finding all cases of active Tuberculosis and ensuring completion of therapy; identifying, medically evaluating, and ensuring completion of treatment for latent TB infection for contacts to pulmonary TB cases; the surveillance and reporting of TB data; identifying and managing persons (non-contacts) with latent TB infection, and providing training and education

2 Objective

To enhance TB prevention and control activities in order to achieve the National and State TB Program Objectives as specified in the Centers for Disease Control and Prevention (CDC) TB Cooperative Agreement:

3. Scope of Service

3 1 Cases:

- 3 1 1 At least ninety-two (92) percent of patients with newly diagnosed TB, for whom therapy for one (1) year or less is indicated, shall complete an American Thoracic Society/CDC /Infectious Disease Society of America recommended regimen of anti-TB drug therapy within twelve (12) months (<http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>),
- 3.1.2 Drug susceptibility testing shall be performed on the initial isolates from at least ninety-nine (99) percent of culture-confirmed TB cases,
- 3.1.3 Monitor, evaluate and report on the case management, clinical progress, and local impact on the community of all newly diagnosed multiple drug resistant TB cases, and
- 3 1 4 All newly diagnosed cases of TB will be reported within one (1) week of diagnosis using "Report of Verified Case of Tuberculosis" (RVCT) form provided by CDC (<http://www.cdc.gov/tb/pubs/tbfactsheets/rvct.htm>),

3 2 Contact Investigation:

- 3 2 1 Contacts shall be identified for at least ninety-eight percent (98%) of newly reported sputum AFB - smear positive TB cases,
- 3.2 2 At least ninety-one percent (91%) of contacts to sputum AFB-smear positive TB cases shall be evaluated for infection and disease, and
- 3.2 3 At least seventy-seven percent (77%) of infected contacts that are started on treatment for latent TB infection shall complete therapy;

3 3 Surveillance and Reporting:

- 3 3 1 All newly diagnosed cases of TB shall be reported to the Arizona Department of Health Services (ADHS) TB Control Program using the electronic reporting system developed by CDC or otherwise designated by the ADHS TB Control Program. There shall be one hundred (100) percent completeness for all variables,
- 3 3 2 Drug susceptibility results shall be reported for at least ninety-nine (99) percent of all newly reported, culture-positive TB cases, and
- 3 3 3 HIV status shall be reported for at least eighty-seven (87) percent of all newly reported TB cases,

3 4 Prevention through Training and Education

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
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- 3.4.1 Training and educational efforts shall focus on increasing the awareness of the epidemiology, prevention, diagnosis and treatment of TB, and the evaluation of appropriate persons at the time of employment and at regular intervals

4. Tasks

4.1 Cases:

The Contractor shall:

- 4.1.1 Ensure completion of therapy for TB patients through the use of case management and adherence - promoting measures such as outreach, directly observed therapy, incentives, and enablers,
- 4.1.2 Assess reasons for non-adherence with TB treatment, both for patients not completing therapy and for patients with delayed completion of therapy. Devise individual and programmatic interventions to increase completion of therapy and improve timely completion of therapy,
- 4.1.3 Assess adequacy and appropriateness of therapy for each patient by reviewing initial regimen, susceptibility results, adherence, and response to therapy,
- 4.1.4 Ensure that immigrants classified as B1 or B2 are located promptly and evaluated and treated appropriately, and
- 4.1.5 Collaborate with HIV/AIDS program to ensure that all newly diagnosed TB cases aged 25-44 are counseled and tested for HIV and referred for HIV services if found to be HIV positive;

4.2 Contact Investigation:

- 4.2.1 Ensure that contact investigation activities are initiated and completed promptly, including interviewing TB cases to identify contacts, evaluating contacts for latent TB infection disease, and ensuring infected contacts begin and complete an appropriate course treatment for latent TB infection, and
- 4.2.2 Assess reasons for cases with no contacts identified or a low number (e.g., <3) of contacts identified, delays in interviewing cases or evaluating contacts, and low completion of preventive therapy rates, and devise strategies for improvement;

4.3 Surveillance and Reporting:

- 4.3.1 Enhance identification, reporting, and follow-up of TB cases and suspects by establishing liaisons with appropriate reporting sources such as hospitals, clinics (e.g., TB and HIV/AIDS clinics), laboratories performing tests for mycobacteria, selected physicians (e.g., pulmonary and infectious disease sub-specialists), correctional facilities, community and migrant health centers, pharmacies, and other public and private facilities providing care to populations at risk for TB,
- 4.3.2 Develop and implement active surveillance activities to ensure complete and timely reporting of TB cases and suspects. At minimum, ongoing active laboratory surveillance should be conducted in all areas to ensure complete reporting of all TB cases and suspects with positive acid fast bacilli (AFB) smears and cultures for *M. Tuberculosis* complex,
- 4.3.3 Ensure that TB surveillance data are kept confidential and that all data files are secure. Procedures shall be in place to protect the confidentiality of all surveillance case reports and files. Procedures to protect HIV test results shall conform to the confidentiality requirements of the state and local HIV/AIDS programs, and

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS13-048905	

4.3.4 Use ADHS TB Control Program electronic system or the Medical Electronic Disease Surveillance Intelligence System, once available, to track and report TB case information and contact investigation results and outcome;

4.4 Identifying and Managing Persons (non-contacts) with Latent TB Infection:

4.4.1 Ensure that persons (non-contacts) with a positive tuberculin skin test identified through targeted testing or local health department supported screening will be clinically evaluated for TB disease within two (2) weeks of the skin test reading,

4.4.2 Ensure that persons (non-contacts) with latent TB infection identified through targeted testing or local health department supported screening activities, and who have no evidence of clinical TB disease or medical contraindications, will be placed on treatment for latent TB infection, and

4.4.3 Ensure that persons (non-contacts) with latent TB infection and who are placed on treatment will complete nine (9) months of recommended prescribed treatment;

4.5 Prevention through Training and Education:

4.5.1 Ensure that training and educational efforts will focus on increasing the awareness of the epidemiology, prevention, diagnosis and treatment of TB, and the evaluation of appropriate persons at the time of employment and at regular intervals, and

4.5.2 Ensure that the staff continues to receive continuing education and be updated on TB.

5. Requirements

5.1 These are supplemental funds to the program. The level of supplemental funding is not guaranteed and thus, dependent upon availability of funds. Categorical funds are awarded for a specifically defined purpose and may not be used for any other purpose or program,

5.2 Funds may be used to: (1) support personnel and (2) purchase equipment, supplies, and services directly related to TB prevention and control activities,

5.3 Funds may not be used to: (1) supplant local health department funds, or (2) for construction of Facilities, and

5.4 Attendance in TB Workgroup Meetings is mandatory

6. State Provided Items

The ADHS TB Control Program shall:

6.1 Provide consultation and technical assistance in setting priorities, establishing partnerships, and planning, conducting, and evaluating TB prevention and control activities,

6.2 Provide up-to-date information on the recommendations and guidelines for diagnosis, treatment, surveillance, prevention and control of TB,

6.3 Provide assistance to improve systems that monitor surveillance, prevention and control activities,

6.4 Assist recipients in monitoring program performance, setting and meeting objectives, implementing methods, and complying with cooperative agreement requirements and other funding issues, through various methods including telephone consultation, site visits (and expanded site visits when appropriate), and site visit reports,

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ADHS13-048905	SCOPE OF WORK

- 6.5 Provide consultation and technical assistance for TB outbreaks, including on-site support of investigations when requested by the Contractor,
- 6.6 Provide technical assistance in assessing and prioritizing training and education needs and in planning, implementing and evaluating training and education activities,
- 6.7 Coordinate cross-program collaborative approaches to HIV, STD and TB prevention and intervention when indicated and appropriate, and
- 6.8 Support individual recipients by providing technical assistance in the development and evaluation of new or innovative approaches to TB prevention and control, including behavioral or health systems interventions.

7. Deliverables

The Contractor shall provide:

7.1 Annual Work Plan

This report should include, but is not limited to the following:

- 7.1.1 Brief description of the county/nation demographics,
- 7.1.2 Description of the nature and extent of TB problem in the area including unique issues to the county/nation that impact TB,
- 7.1.3 Plans on how the local health department will address TB prevention and control in the area as it relates to each national goal and objective,
- 7.1.4 Description of how the local TB program will evaluate efficiency of its local TB program Activities,
- 7.1.5 List of any local objectives,
- 7.1.6 List of other funding resources that will be used for TB prevention and control activities, and
- 7.1.7 List of TB program employees, the amount of time dedicated to the TB program and a brief job description;

7.2 Quarterly Progress Report

This report should include, but is not limited to the following:

- 7.2.1 A summarized report of aggregate data and a description of the program's progress towards each national objective. If an objective is not being met, give a description of the proposed corrective action,
- 7.2.2 Description of any epidemiologically linked cases or outbreaks,
- 7.2.3 A case management summary of any drug resistant Tuberculosis case including information on the drug(s) susceptibility results, the drug regimen, the date started on anti-TB treatment, whether or not on DOT, adherence to the treatment regimen, clinical progress and bacteriology report,
- 7.2.4 A brief description of any unusual cases or occurrences including recalcitrant patients, court ordered isolations, homeless cases, county expenses associated with housing homeless patients and/or isolating recalcitrant patients and the resulting outcomes,

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
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7.2.5 A summary of each health education activity including topic, date, location, attendance, and nature of audience, and

7.3 Contractor's Expenditure Report (CER)

This report should be submitted monthly or quarterly and shall not exceed the total budget

8. Delivery Schedule

Reports should be submitted to the ADHS TB Control Program based on the schedule below:

Name of Report	Time Period	Final Due at ADHS
Annual Work Plan	July 1 – June 30	July 31
Quarterly Progress Reports	July 30 – Sept. 30	Oct. 31
	Oct. 1 – Dec. 31	Jan. 31
	Jan 1 – Mar. 31	April 30
	April 1 – June 30	July 31

9. NOTICES, CORRESPONDENCE, AND REPORTS

9.1 Notices, correspondence, reports and invoices/CERs from the Contractor to ADHS shall be sent to:

Program Manager, TB Control Section
ADHS
150 N 18th Ave, Suite 140
Phoenix, AZ 85007
Phone - (602) 364-750
Fax - (602) 364-4267

9.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the Contractor shall be sent to:

TB Coordinator
Apache County Health Department
PO Box 697
St Johns, AZ 85936

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS13-048905	

ARIZONA DEPARTMENT OF HEALTH SERVICES – PRICE SHEET
VENDOR: APACHE COUNTY - TB CONTROL
COST REIMBURSEMENT - CONTRACT ADHS13-048905

LINE ITEM	BUDGET AMOUNT
Personnel Services and ERE	\$8,529.00
Professional and Outside Services	\$0
Travel Expenses	\$1900.00
Other Operating Expenses	\$1571.00
Capital Outlay Expenses	\$0
Other	\$0
TOTAL	\$12,000.00

Note: With prior approval from the ADHS TB Program Manager, the Contractor is authorized to transfer up to maximum of thirty five percent (35%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding thirty five percent (35%) or to a non-funded item shall require an Amendment.

Ruth 6-24
Joc 6-24
Agenda 7/16

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chris G. Sexton, Health District Director**

Hold - Needs to be
Advertised 15 days
before the Boardmtg
CA

Date/Signature: **06/24/13**

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

Discussion and possible adoption of Apache County Public Health Services District Clinical Services Fee schedule. Recommend approval of the cost of the vaccine or lab test plus a \$25.00 administration fee.

Date & Time Needed: _____

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director Chris Sexton:

Signature: _____

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

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obtain rider sponsorships, at 50
cents per mile, for the fund.
Registration forms, online
payment and more informa-
tion are available at www.npc.edu/pedal4scholarships or by
contacting Debra Fisher, (800)
266-7845, ext. 6235, or by
e-mail, debra.fisher@npc.edu.

academic, career and technical
and personal enrichment. NPC
supports each student's educa-
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37 minutes 50 seconds West, a distance of
1,184.01 feet to an iron pin, the
point of beginning.
Address of above property: 1495 E. Salt Lake
Road, St. Johns, AZ 85936
Tax Parcel Number: 203-30-002C.
Original principal balance: \$25,000.00
Name and current address of beneficiary: Gary L.
Richardson and Lucy A. Richardson,
4503 S. Butte, Ave., Tempe, AZ 85282.
Name and address of original trustor as stated in
the deed of trust: Bruce Jackson,
2446 E. Jasmine Cir., Mesa AZ 85213
Name and current address of trustee: Gove L.
Allen, Member of the Arizona State Bar,
935 E. Main, Suite 201, Mesa, AZ 85203
Dated May 29, 2013.
/s/ Gove L. Allen
Gove L. Allen, Trustee
May 29, 2013, the foregoing instrument was
acknowledge before me by Gove L. Allen, Trust-
ee
/s/ Randal Jones
Notary Public
STATE OF ARIZONA County of Maricopa
Notary Expiration Date 3/15/2014

Published in the White Mountain Independent
July 5, July 12, July 19, July 26, 2013
WMI 7664, A, 4x, 7/5, 7/12, 7/19, 7/26/13

NOTICE
(for publication)
ARTICLES OF ORGANIZATION HAVE BEEN
FILED IN THE OFFICE OF THE ARIZONA
CORPORATION COMMISSION FOR
I. Name: QUILTER HAVEN, LLC
L-1856368-1

II. The address of the known place of business
is:
P. O. BOX 1334, 41 W. 2nd Ave., Suite A Eagar,
AZ 85925
III. The name and street address of the Statutory
Agent is:
Bilye E. Wilda, P.O. Box 1221, 1162 S. Fencher,
Eagar, AZ 85925
A.[X] Management of the limited liability compa-
ny is vested in a manager or managers. The
names and addresses of each person who is a
manager
AND each member who owns a twenty percent
or greater interest in the capital or profits of the
limited liability company are:
Catharina S. Bawden, P.O. Box 1334, Eagar, AZ
85925 [x] manager
Bilye E. Wilda, P.O. Box 1334, 41 W. 2nd Ave.,
Suite A, Eagar, AZ 85925 [x] manager

Published in the White Mountain Independent
July 19, July 23, July 26, 2013
WMI 7670, T,A, 3x, 7/19, 7/23, 7/26/13e

The Apache County Board of Supervisors will
hold a public hearing on Monday, August 5, 2013,
at 8:30 a.m. in the Board of Supervisors Room,
located in the Apache County Annex at 75 W.

Cleveland, St. Johns, Arizona, at which time the
Board will consider and possibly approve the
Apache County Public Health Services District
Clinical Services Fee schedule. For more infor-
mation, please contact DiAnne Samarin, Director
of Nursing, at (928) 333-2415

Published in the White Mountain Independent
July 19, July 23, 2013
WMI 7695, T,A, 2x, 7/19, 7/23/13e

The Apache County Planning and Zoning Com-
mission
will hold a meeting on Thursday August 8, 2013
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 Com-
mission will hold a public hearing to consider and
possibly approve the following items:
•Consideration and possible approval of the
Greer Zone Map designating only those propert-
ies listed as Greer Commercial Resort. These
are existing businesses that have operated under
a non-conforming use or a conditional use and
are now being designated as a specific zone.
Copies are available at the Community Develop-
ment Department or you may review them on the
web at www.apache.az.us 10 days prior to the
scheduled meeting. Those wishing to comment
may do so in writing, by e-mail, or in person. Mail
comments to Apache County Community Develop-
ment, P.O. Box 238, St. Johns, AZ 85936 or
send e-mail to mollerlton@co.apache.az.us.

Published in the White Mountain Independent
July 19, July 23, 2013
WMI 7696, T,A, 2x, 7/19, 7/23/13e

IN THE SUPERIOR COURT OF THE
STATE OF ARIZONA
IN AND FOR THE COUNTY OF APACHE

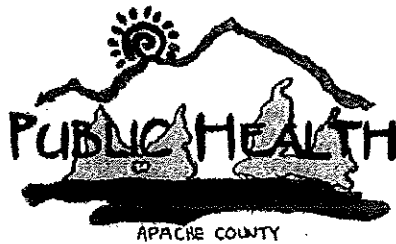
No. CV-2013-032
SUMMONS
Tyrone C. Lomeli,
Plaintiff,
JESSE M HERRING, a married man; JOHN
DOE I-X; JANE DOE I-X; the unknown suc-
cessors of any of the above parties; the unknown
heirs and devisees of any of the above parties
if deceased,
Defendants.
IN THE NAME OF THE STATE OF ARIZONA
TO: JESSE M HERRING, a married man; JOHN
DOE I-X; JANE DOE I-X; the unknown suc-
cessors of any of the above parties; the unknown
heirs and devisees of any of the above parties
if deceased,
YOU ARE HEREBY SUMMONED and required
to appear and defend within the time applicable in
this action in this Court. If served within Arizona,
you shall appear and defend within 20 days after
the service on you of the Summons and Peti-
tion/Complaint, exclusive of the day of service.
If served out of the State of Arizona whether
by direct service, by registered or certified mail,
or by publication - you shall appear and defend
within 30 days of service of the Summons and
Complaint upon you is complete, exclusive of the

day of serv-
made. Serv-
out the State
the filing of
with the Cou-
30 days after
Complaint m
the Plaintiff
Mesa, AZ 85
may apply t
Rules of Civi
20-222,28-5f
YOU ARE HI
appear and
judgment by
you for the
Requests for
persons with-
division assig
three judicial
proceeding.
YOU ARE HE
appear and
other proper
this Court, ac
fee, within th
a copy of any
liff/Petitioner.
Rule 5.
SIGNED and
Clerk of Supe
By Deputy Cl
DISABILITY I
Requests for
sons with dis
division assig
three working
court proceed

Published in
July 19, July 2
WMI 7701, A,

ARTICLES C
FILED IN THE
CORPORATI
I. Name:
L-1853894-6
II. The addre
325 South Bu
III. The name
Agent is: Sta
#10, Eagar, A
8. [x] Manage
is reserved to
The names a
is a member
Stacey Faden
AZ 85925
[x] member
[x] manager

Published in
July 19, July 2
WMI 7703, T,



Apache County Public Health Services District

P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337- 7532

SLIDING FEE SCALE—Family Planning Services

The cost of service to clients who are at or below 150% of the Federal Poverty Level is paid fully by the Family Planning Grant!

IMMUNIZATIONS

Childhood Immunizations: The Arizona Revised Statutes (36-673) requires the local health department to provide immunizations required for school attendance "at no cost to the pupil or pupil's parent, guardian or person in loco parentis". Required immunizations for school entry are: Diphtheria, Tetanus, Hepatitis A, Hepatitis B, Pertussis, Poliomyelitis, Measles (rubeola), Mumps, Rubella (German measles), Haemophilus influenza type b, Varicela and Meningococcal.

The Advisory Committee on Immunization Practices recommends other immunizations in addition to those for school entry. Because the cost of the vaccines changes dramatically, the Apache County Public Health Services District is requesting that the Board of Directors approve, for the fee, the cost of the vaccine plus a \$25.00 administrative fee.

Adult Immunizations: There are no required immunizations for adults. Immunizations are recommended such as Influenza and pertussis. The recommendation is to approve the cost of the vaccine plus the \$25.00 administrative fee.

LAB DRAWS

This service provides residents who choose to use Apache County Public Health Services District a cost effective alternative for lab work. In many cases the cost of the test and the \$25.00 administrative fee is less than the client's insurance deductible. We are requesting the fee to be the cost of the test plus the \$25.00 administrative fee.

INTENT

Apache County Public Health Services District, by proposing structure of the cost of the vaccine plus the administrative fee, hopes to provide a means whereby the fee schedule is constantly current whether the cost of the vaccine decreases or increases.

**Department of Health Services
Outpatient Treatment Center
Rates and Charges Reporting Form**

Date Received:

DHS License Number#:	
Facility Name:	
Physical Street Address:	
City:	
State:	
Zip:	
County:	
Facility Mailing Address':	
City:	
State:	
Zip:	
Phone #:	
NPI #:	
AHCCCS #:	
Medicare Certified: Yes/No	
Medicare Number:	
Administrator:	
Phone #:	
Email Address:	
Chief Financial Officer:	
Phone #:	
Email Address:	
Person Providing Information:	
Phone #:	
Email Address:	
Implementation Date:	

TABLE OF CONTENTS

Service Code	Description Unit of Service	Rate or Charge
87491	Urine Chlamydia	\$9.00
87491	Urine CT/GC Combo	\$11.00
87680	FTA only	\$5.00
86593	RPR only	\$5.00
86593	RPR w?Reflex to FTA	\$6.00
86592	Syphilis	\$5.00
83036	A1c	\$7.50
82607/82746	B12 Plus Folate	\$15.00
85025	CBC	\$3.50
82465	Cholesterol Total	\$3.00
80053	CMP	\$5.00
82565	Creatinine	\$4.00
82728	Ferritin	\$4.00
86677	H. Pylori Antibody 1g A	\$20.00
86677	H. Pylori Antibody 1g G	\$20.00
86677	H. Pylori Antibody 1 g M	\$20.00

86708	Hep A Antibody Total	\$10.00
86317	Heb B Surface Antibody Quant	\$10.00
86803	Hep C Antibody	\$10.00
80074	Hep Panel, Acute w/Reflex	\$40.00
83540/83500	Iron + TBIC	\$6.00
80061	Lipid Panel	\$5.00
80076	Liver Function Panel	\$4.00
86765	Measles 1gG Rubeola	\$7.00
86735	Mumps antibody 1gG EIA serum	\$10.00
84132	Potassium	\$3.50
84153	PSA	\$10.00
86762	Rubella 1gG, 1gM	\$7.00
84480	T-3 Total	\$6.00
84439	T-4 Free	\$3.00
84403	Testosterone, Total Male	\$16.00
84443	TSH High Sensitivity	\$5.00
81002	Urinalysis	\$5.00
81002	Urinalysis w/Reflex to Culture	\$15.00
86787	Varicella 1gG, AB	\$13.00
Q0144	Treatment for Chlamydia	\$12.00
86701	HIV Test	\$25.00
G8539	Emergency Contraception Plan B	\$25.00
99202	Pelvic Exam	\$65.00
58300	IUD Insertion	\$150.00
58301	IUD Removal	\$50.00
S4993	Birth Control Pills per pack	\$15.00
96372	Depo Provera Injection	\$25.00
81025	Pregnancy Test	\$5.00
90715	Adacel Tetanus diptheria pertussis adult	\$31.38
90716	Varicella	\$88.75
90632	Haverix Hepatitis A adult	\$20.90
90746	Engerix Hepatitis B adult	\$33.50
90636	Twinrix HepA/B combo adult	\$52.50
90734	Menveo Meningococcal	\$81.37
90732	Pneumococcal adult	\$72.27
90736	Zoster Shingles	\$162.27
90691	Typhim VI Thphoid	\$50.00
90707	MMR	\$56.23
90713	Polio child/adult	\$26.66
90714	Tetanus	\$27.00
90662	Influenza High Dose 65 yrs +	\$25.00
90654	Influenza Intradermal 18-64 years	\$25.00
90658	Influenza 36 months +	\$25.00
90657	Influenza 6-35 months	\$13.31
90658	Influenza 36 months + preservative free	\$10.73
90657	Influenza 6-35 months	\$13.31
90649	Gardasil	\$132.75
90700	Dtap	\$18.50
90633	Havrix Hepatitis A child	\$18.40
90657	Engerix Hepatitis B child	\$12.50
90670	PCV 13	\$241.90
90647	Pedvax HIB	\$22.77
90648	ActHib HIB	\$18.67

**Current Tests and Lab draws done at ACPH
Springerville**

STD Tests

Urine Chlamydia (87491)	\$ 9.00
Urine CT/GC Combo (87491)	\$11.00
FTA only (87680)	\$ 5.00
RPR only (86593)	\$ 5.00
RPR w/Reflex to FTA (86593)	\$ 6.00
Syphilis (86592)	\$ 5.00
TP-PA only (86780)	\$ 6.00

Lab Draws

Alc (83036)	\$ 7.50
ANA SCREEN, EIA w/RFX Titer (86038)	\$ 9.00
B12 Plus Folate	\$15.00
CBC (85025)	\$ 3.50
Cholesterol Total (82465)	\$ 3.00
CMP (80053)	\$ 5.00
Creatinine (82565)	\$ 4.00
DHEA Sulfate (82627)	\$17.50
ESTRADIOL (82670)	\$18.50
Ferritin (82728)	\$ 4.00
H.Pylori Antibody IgA (86677)	\$20.00
H.Pylori Antibody IgG (86677)	\$20.00
H.Pylori Antibody IgM (86677)	\$20.00
Hep A Antibody Total (86708)	\$10.00
Heb B Surface Antibody Quant (86317)	\$10.00
Hep C Antibody (86803)	\$10.00
Hep Panel, Acute w/Reflex (80074)	\$40.00
Iron + TIBC	\$ 6.00
Lipid Panel (80061)	\$ 5.00
Liver Function Panel (80076)	\$ 4.00
Measles 1gG (Rubeola) (86765)	\$ 7.00
Mumps Antibody IgG, (EIA Serum)(86735)	\$10.00
Potassium (84132)	\$ 3.50
PSA (84153)	\$10.00
RHEUMATOID FACTOR, Serum (86431)	\$ 7.50
Rubella IgG,IgM, (86762)	\$ 7.00
T-3 Total (84480)	\$ 6.00

T-4 Free (84439)	\$ 3.00
Testosterone, Total Male (84403)	\$16.00
TSH High Sensitivity (84443)	\$ 5.00
Uric Acid (84550)	\$ 4.00
Urinalysis (81002)	\$ 5.00
Urinalysis w/Reflex to Culture (81002)	\$15.00
Varicella IgG, Ab (86787)	\$13.00

Apache County Public Health Services District
1-Aug-12

Family Planning Slidine Fee Scale

Sliding Fee Scale 2012 Federal Poverty Level

	100%-less	101%-125%	126%-150%	151%-175%	176%-200%	201%-225%	226%-250%	250% and above
	no charge	no charge	no charge	43%	58%	72%	85%	100%
	Title X	Title V	Title V					
Family Size 1	931	932-1164	1165-1396	1397-1629	1630-1862	1863-2095	2096-2327	2328-up
2	1261	1262-1576	1577-1891	1892-2206	2207-2522	2523-2837	2838-3152	3153-up
3	1591	1592-1989	1990-2386	2387-2784	2785-3182	3183-3580	3581-3977	3978-up
4	1921	1922-2401	2402-2881	2882-3361	3362-3842	3843-4322	4323-4801	4803-up
5	2251	2252-2814	2815-3376	3377-3939	3940-4502	4503-5065	5066-5627	5628-up
6	2581	2582-3226	3227-3871	3872-4516	4517-5162	5163-5807	5808-6452	6453-up
7	2911	2912-3639	3640-4366	4367-5094	5095-5822	5823-6550	6551-7277	7278-up
8	3241	3242-4051	4052-4861	4862-5671	5672-6482	6483-7292	7293-8102	8103-up
9	3571	3572-4464	4465-5357	5358-6250	6251-7142	7143-8035	8036-8928	8929-up

For each additional person add \$330.00 to the 100%

For each percentage multiply that number by the percentage ex. For 125% use 1.25 for 250% use 2.5

Exam				27.95	37.7	46.8	55.9	65
IUD insertion				53.75	72.5	90	107.5	125
IUD removal				21.5	29	36	43	50
DepoProvera injection				10.75	14.5	18	21.5	25
Pregnancy testing				2.15	2.9	3.6	4.3	5
Birth Control pack				6.45	8.7	10.8	12.9	15
Chylamydia /Gonorrhea				10.75	14.5	18	21.5	25
Chylamydia only				6.45	8.7	10.8	12.9	15
RX Chylamdia				10.75	14.5	18	21.5	25
HIV test				15.05	20.3	25.2	30.1	35
Plan B 1st visit				10.75	14.5	18	21.5	25
Plan B 2nd visit	\$50.00							
Plan B 3rd visit	\$75.00							

Apache County Public Health Services District
1-Aug-12

Sliding Fee Scale 2012 Federal Poverty Level

	100%-less	101%-125%	126%-150%	151%-175%	176%-200%	201%-225%	226%-250%	250% and above
	no charge	no charge	no charge	43%	58%	72%	86%	100%
	Title X	Title V	Title V					
Family Size 1	931	932-1164	1165-1396	1397-1629	1630-1862	1863-2095	2096-2327	2328-up
2	1261	1262-1576	1577-1891	1892-2206	2207-2522	2523-2837	2838-3152	3153-up
3	1591	1592-1989	1990-2386	2387-2784	2785-3182	3183-3580	3581-3977	3978-up
4	1921	1922-2401	2402-2881	2882-3361	3362-3842	3843-4322	4323-4802	4803-up
5	2251	2252-2814	2815-3376	3377-3939	3940-4502	4503-5065	5066-5627	5628-up
6	2581	2582-3226	3227-3871	3872-4516	4517-5162	5163-5807	5808-6452	6453-up
7	2911	2912-3639	3640-4366	4367-5094	5095-5822	5823-6550	6551-7277	7278-up
8	3241	3242-4051	4052-4861	4862-5671	5672-6482	6483-7292	7293-8102	8103-up
9	3571	3572-4464	4465-5357	5358-6250	6251-7142	7143-8035	8036-8928	8929-up

For each additional person add \$330.00 to the 100%

For each percentage multiply that number by the percentage ex. For 125% use 1.25 for 250% use 2.5

Exam				27.95	37.7	46.8	55.9	65
IUD insertion				53.75	72.5	90	107.5	125
IUD removal				21.5	29	36	43	50
DepoProvera injection				10.75	14.5	18	21.5	25
Pregnancy testing				2.15	2.9	3.6	4.3	5
Birth Control pack				6.45	8.7	10.8	12.9	15
Chylamydia /Gonorrhoea				10.75	14.5	18	21.5	25
Chylamydia only				6.45	8.7	10.8	12.9	15
RX Chylamdia				10.75	14.5	18	21.5	25
HIV test				15.05	20.3	25.2	30.1	35
Plan B 1st visit				10.75	14.5	18	21.5	25
Plan B 2nd visit	\$50.00							
Plan B 3rd visit	\$75.00							

Current price list for Adult Vaccine's given by Apache County Public Health District

Adacel (Tetanus diphtheria Pertussis)	\$ 31.38
Varicella (chicken pox)	\$ 88.75
Havrix (Hepatitis A)	\$ 20.90
Engerix B (Hepatitis B)	\$ 33.50
Twinrix (Hep A/B combo)	\$ 52.50
Menveo (Meningococcal)	\$ 81.37
Pneumococcal	\$ 72.27
Shingles	\$ 162.27
Typhoid	\$ 50.00
MMR (measles, mumps, rubella)	\$ 56.23
Influenza	\$ 25.00

Price is Vaccine only. There is a \$25 administration fee added to vaccine price if it's a cash pay patient, if insurance is billed TAPI bills the vaccine and whatever the insurance allows for admin fee's.

**Current Tests and Lab draws done at ACPH
Springerville**

STD Tests

Urine Chlamydia (87491)	\$ 9.00
Urine CT/GC Combo (87491)	\$11.00
FTA only (87680)	\$ 5.00
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Lab Draws

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B12 Plus Folate	\$15.00
CBC (85025)	\$ 3.50
Cholesterol Total (82465)	\$ 3.00
CMP (80053)	\$ 5.00
Creatinine (82565)	\$ 4.00
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Urinalysis (81002)	\$ 5.00
Urinalysis w/Reflex to Culture (81002)	\$15.00
Varicella IgG, Ab (86787)	\$13.00



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 07/17/2013 Signature: Judith M. Pepple

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 convert the Librarian III vacancy at Round Valley Public Library to a Library Manager.

Date & Time Needed: August 5, 2013

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

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: [Handwritten Signature]

Other Review:

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

Apache County Library District

P. O. Box 2760 30 South 2nd West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax

Historically, the Library District has had difficulty attracting degreed librarians to fill our vacancies. Because we have a small number of staff assigned to each of our libraries, we cannot easily sustain protracted recruitment periods for vacancies. Therefore, I am requesting the current Librarian III vacancy assigned to Round Valley Public Library be converted to a Library Manager.

Thank you for your consideration.

Respectfully submitted,

Judith M. Pepple

Judith M. Pepple

Director

July 17, 2013

Judith Pepple

From: Joe Young [JYoung@apachelaw.net]
Sent: Wednesday, July 17, 2013 4:31 PM
To: Judith Pepple
Cc: whiting@frontiernet.net
Subject: RE: Agenda review--convert position

I have no issues with the agenda item.

From: Judith Pepple [jpepple@co.apache.az.us]
Sent: Wednesday, July 17, 2013 10:56 AM
To: Joe Young
Subject: Agenda review--convert position

Dear Joe,
Will you please review the attached agenda item and let me know if it meets with your approval to present to the Board of Supervisors at their meeting on Monday, August 5, 2013?

As always, thank you for your help with our items.

*Judith M. Pepple, Director
Apache County Library District
30 South 2nd West
PO Box 2760
St. Johns, Arizona 85936-2760*

*928-337-4923 voice
928-337-3960 fax*

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

(date/time stamp)

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

Superior Court

Date/Signature: 07-16-13 [Signature]

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

Recognition of the retirement of Diane Ryan, CASA Program Coordinator

08-05-13

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: [Signature]

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

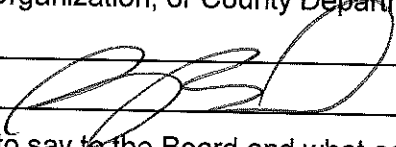
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____



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

CALL TO THE PUBLIC

_____ BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

RESOLUTION NO. 2013-__

WHEREAS, the Apache County Board of Supervisors has been presented a Petition to create the "Concho Wastewater Improvement District" (hereafter "District"); and

WHEREAS, it appears that said Petition has been signed by a majority of the persons owning real property or by the owners of fifty-one per cent or more of the real property within the limits of the proposed District as required by A.R.S. 48-903(A); and

WHEREAS, the organizers of the District have requested that the proposed District be governed by an elected Board of Directors pursuant to Title 48, Chapter 6, Article 4; and

WHEREAS, notice of the hearing establishing the District has been published in a newspaper of general circulation in the County where the District is located, said publications occurring at least one week apart with the first publication not less than ten days prior to the date of the hearing, pursuant to A.R.S. § 48-905(B); and

WHEREAS notice of the hearing has also been mailed by first class mail at least twenty days before the hearing to the owners of real property located within the area of the proposed district and the corporation commission as required by A.R.S. § 48-905(B)(1) & (2); and

WHEREAS, it appears that the public convenience, necessity and welfare will be promoted by the establishment of the District;

NOW THEREFORE, BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, hereby establishes the "Concho Wastewater Improvement District". Said District shall be a body corporate with the powers of a municipal corporation for the purposes of carrying out its authorized functions;

BE IT THEREFORE RESOLVED, that the District shall be governed by an elected Board of Directors composed of three members, the initial members of which shall include the following individuals who are electors in the District;

1. Rick Kautz
2. Patrick Murphy
3. Sheldon Barrett

As required by A.R.S. § 48-1012(B), the appointed Directors shall meet and divide themselves by lot into two classes as nearly equal as possible. The Directors of the first class shall serve for a term of four years, and the Directors of the second class shall serve a term of two years. Thereafter, at each regular election, one director for each expired term shall be elected and shall hold office for a term of four years;

BE IT THEREFORE RESOLVED that the purpose of the District shall consist of, but are not limited to, those purposes prescribed in A.R.S. § 48-909(A)(5), as well as the related powers prescribed in A.R.S. § 48-909(B), and A.R.S. § 48-910 that are not in conflict with the Improvement District Act;

BE IT THEREFORE RESOLVED that the legal description of the District's boundaries shall be as described in "Exhibit A," attached hereto and incorporated herein by reference.

Adopted this ____ day of _____, 2013.

Attest:

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

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AFFIDAVIT

STATE OF ARIZONA)
) ss.
County of Apache)

I, the undersigned, after being first duly sworn upon my oath, hereby affirm as follow:

- 1) I am over the age of eighteen.
- 2) I have personal knowledge of the statements set forth herein and I am competent to testify at a hearing or trial with respect to the same.
- 3) I understand that A.R.S. § 48-903(A) states "a petition addressed to the board of supervisors requesting the establishment of an improvement district may be filed with the clerk of the board, if signed by a majority of the persons owning real property or by the owners of fifty-one percent or more of the real property within the limits of the proposed district."
- 4) I certify that petitioners are owners of fifty-one percent or more of real property within the limits of the proposed Concho Wastewater Improvement District.

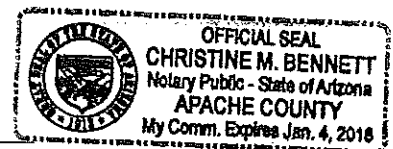
DATED this 2 day of ^{July}~~June~~, 2013.


Jenni Wicks

SUBSCRIBED AND SWORN TO before me, a Notary Public, this day of ^{July}~~June~~, 2013.


Notary Public

My Commission Expires: 01/04/2016



NOTICE OF A PUBLIC HEARING



THE APACHE COUNTY BOARD OF SUPERVISORS WILL HOLD A PUBLIC HEARING FOR DISCUSSION AND POSSIBLE APPROVAL OF THE PROPOSED CONCHO WASTEWATER IMPROVEMENT DISTRICT. THE PUBLIC HEARING WILL BE HELD ON MONDAY, AUGUST 5, 2013 AT 8:30 A.M. IN THE COUNTY ANNEX BUILDING, 75 WEST CLEVELAND STREET IN ST. JOHNS, ARIZONA. THE PUBLIC MAY VIEW A COPY OF THE PROPOSED DISTRICT BOUNDARIES ANYTIME BETWEEN 8:30 A.M. TO 5:30 P.M. MONDAY - THURSDAY IN THE COUNTY MANAGER'S OFFICE, 75 W. CLEVELAND STREET, ST. JOHNS OR ONLINE AT WWW.CO.APACHE.AZ.US

THE APPROXIMATE AREA OF THE BOUNDARIES OF THE DISTRICT IS SET FORTH IN METES AND BOUNDS, TO WIT: ALL OF THE FOLLOWING DESCRIBED REAL PROPERTY IN SECTION 19, THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHWEST QUARTER OF SECTION 29 AND THE EAST HALF OF SECTION 30 OF TOWNSHIP 12 NORTH, RANGE 26 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19 FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS SOUTH 00 DEGREES 21 MINUTES 37 SECONDS WEST A DISTANCE OF 5353.23;

THENCE ALONG THE EAST LINE OF SECTION 19, SOUTH 00 DEGREES 21 MINUTES 37 SECONDS WEST A DISTANCE OF 3273.14 FEET;

THENCE LEAVING SAID EAST LINE, ALONG THE BOUNDARY OF COUNTRY CLUB GOLF COURSE PARCEL 2 AS RECORDED IN DOCUMENT NO. 2004-03224, APACHE COUNTY RECORDS AS FOLLOWS:

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 140.00 FEET;

THENCE SOUTH 18 DEGREES 25 MINUTES 27 SECONDS EAST A DISTANCE OF 740.20 FEET;

THENCE SOUTH 72 DEGREES 25 MINUTES 17 SECONDS EAST A DISTANCE OF 457.05 FEET;

THENCE SOUTH 84 DEGREES 24 MINUTES 43 SECONDS EAST A DISTANCE OF 315.02 FEET;

THENCE SOUTH 58 DEGREES 16 MINUTES 00 SECONDS EAST A DISTANCE OF 467.01 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 37 SECONDS WEST A DISTANCE OF 100.00 FEET;

THENCE SOUTH 76 DEGREES 40 MINUTES 00 SECONDS WEST A DISTANCE OF 777.00 FEET;

THENCE SOUTH 74 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 516.00 FEET;

THENCE SOUTH 37 DEGREES 14 MINUTES 00 SECONDS WEST A DISTANCE OF 210.00 FEET;

THENCE SOUTH 64 DEGREES 48 MINUTES 50 SECONDS WEST A DISTANCE OF 155.77 FEET TO THE EAST LINE OF SAID SECTION 19;

THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 21 MINUTES 37 SECONDS WEST A DISTANCE OF 302.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 19;

THENCE LEAVING SAID EAST LINE, ALONG THE BOUNDARY LINE OF CONCHO VALLEY UNIT 9, BOOK 8 TM, PAGE 8, AS FOLLOWS:

THENCE SOUTH 88 DEGREES 20 MINUTES 09 SECONDS EAST A DISTANCE OF 1978.16 FEET;

THENCE SOUTH 00 DEGREES 46 MINUTES 50 SECONDS WEST A DISTANCE OF 962.27 FEET;

THENCE SOUTH 89 DEGREES 13 MINUTES 10 SECONDS EAST A DISTANCE OF 101.93 FEET;

THENCE SOUTH 23 DEGREES 18 MINUTES 50 SECONDS WEST A DISTANCE OF 341.70 FEET;

THENCE NORTH 89 DEGREES 13 MINUTES 10 SECONDS WEST A DISTANCE OF 1942.97 FEET TO THE EAST LINE OF SAID SECTION 30;

THENCE ALONG SAID EAST LINE, SOUTH 01 DEGREES 00 MINUTES 48 SECONDS WEST A DISTANCE OF 4074.01 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 88 DEGREES 59 MINUTES 12 SECONDS WEST A DISTANCE OF 1053.78 FEET;

THENCE NORTH 01 DEGREES 00 MINUTES 48 SECONDS EAST A DISTANCE OF 5746.71 FEET TO THE SOUTH BOUNDARY LINE OF CONCHO VALLEY UNIT 9A, BOOK 8 TM, PAGE 17;

THENCE ALONG SAID SOUTH LINE, NORTH 88 DEGREES 21 MINUTES 17 SECONDS WEST A DISTANCE OF 1075.06 FEET TO THE SOUTH EAST CORNER OF CONCHO VALLEY UNIT 5, BOOK 4 TM, PAGE 47;

THENCE ALONG THE BOUNDARY LINE OF SAID CONCHO VALLEY UNIT 5 AS FOLLOWS:

THENCE NORTH 01 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 323.37 FEET;

THENCE NORTH 49 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 712.40 FEET;

THENCE NORTH 14 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 262.00 FEET;

THENCE NORTH 74 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 476.00 FEET;

THENCE NORTH 83 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 360.00 FEET;

THENCE SOUTH 12 DEGREES 30 MINUTES 00 SECONDS EAST A DISTANCE OF 414.15 FEET;

THENCE SOUTH 49 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 166.53 FEET;

THENCE SOUTH 80 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 293.51 FEET;

THENCE NORTH 33 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 815.00 FEET;

THENCE NORTH 20 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 360.00 FEET;

THENCE NORTH 32 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 340.00 FEET;

THENCE NORTH 06 DEGREES 40 MINUTES 00 SECONDS WEST A DISTANCE OF 432.77 FEET;

THENCE NORTH 02 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 550.00 FEET;

THENCE NORTH 20 DEGREES 40 MINUTES 00 SECONDS WEST A DISTANCE OF 490.00 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 428.00 FEET;

THENCE NORTH 11 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 837.78 FEET;

THENCE NORTH 34 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 141.42 FEET;

THENCE NORTH 79 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 599.90 FEET;

THENCE NORTH 40 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 610.00 FEET;

THENCE NORTH 71 DEGREES 28 MINUTES 25 SECONDS WEST A DISTANCE OF 354.03 FEET TO THE NORTH WEST CORNER OF CONCHO VALLEY UNIT 5;

THENCE LEAVING THE BOUNDARY LINE OF SAID CONCHO VALLEY UNIT 5, NORTH 18 DEGREES 29 MINUTES 58 SECONDS EAST A DISTANCE OF 1100.54 FEET;

THENCE SOUTH 71 DEGREES 28 MINUTES 25 SECONDS EAST A DISTANCE OF 279.33 FEET;

THENCE NORTH 13 DEGREES 50 MINUTES 14 SECONDS EAST A DISTANCE OF 211.80 FEET;

THENCE NORTH 51 DEGREES 37 MINUTES 25 SECONDS EAST A DISTANCE OF 430.67 FEET;

THENCE NORTH 30 DEGREES 04 MINUTES 19 SECONDS EAST A DISTANCE OF 410.92 FEET TO THE NORTH-SOUTH MID-SECTION LINE OF SECTION 19;

THENCE ALONG SAID MID-SECTION LINE, SOUTH 01 DEGREES 03 MINUTES 21 SECONDS EAST A DISTANCE OF 2001.67 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 19;

THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 19, NORTH 87 DEGREES 33 MINUTES 41 SECONDS EAST A DISTANCE OF 2873.11 FEET TO THE POINT OF BEGINNING.

ALONG WITH: (SEWER LAGOONS AND SURROUNDING PROPERTIES)

A PORTION OF SECTION 31, TOWNSHIP 13 NORTH, RANGE 26 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA, LOCATED SOUTH OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROADWAY 5020 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 13 NORTH, RANGE 26 EAST OF THE GILA AND SALT RIVER MERIDIAN, APACHE COUNTY, ARIZONA;

THENCE SOUTH 83 DEGREES 36 MINUTES 41 SECONDS WEST ALONG THE SOUTH SIDE OF SAID SECTION 31 A DISTANCE OF 335.11 FEET TO AN ALUMINUM CAP MARKING THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 12 NORTH, RANGE 26 EAST;

THENCE CONTINUING SOUTH 83 DEGREES 36 MINUTES 41 SECONDS WEST ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 210.46 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CONCHO HIGHWAY ROUTE NUMBER 5020 AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 83 DEGREES 36 MINUTES 41 SECONDS WEST ALONG SAID SOUTH SECTION LINE A DISTANCE OF 2477.32 FEET TO AN ALUMINUM CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 5 AND 6, TOWNSHIP 12 NORTH, RANGE 26 EAST;

THENCE SOUTH 87 DEGREES 42 MINUTES 46 SECONDS WEST AND CONTINUING ALONG THE SOUTH SIDE OF SAID SECTION 31, A DISTANCE OF 1288.79 FEET TO A POINT ON THE SOUTH SIDE OF SAID SECTION 31;

THENCE NORTH 470 FEET;

THENCE WEST 260 FEET;

THENCE SOUTH 320 FEET;

THENCE WEST 1090 FEET TO A POINT ON THE WEST SECTION LINE OF SECTION 31, TOWNSHIP 13 NORTH, RANGE 26 EAST;

THENCE NORTH 03 DEGREES 50 MINUTES 04 SECONDS EAST ALONG THE WEST SIDE OF SAID SECTION 31 A DISTANCE OF 3827.58 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF THE SNOWFLAKE TO CONCHO COUNTY HIGHWAY NUMBER 5020;

THENCE SOUTH 34 DEGREES 53 MINUTES 56 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1391.38 FEET TO A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5934.58 FEET WITH A RADIAL BEARING OF NORTH 55 DEGREES 36 MINUTES 08 SECONDS;

THENCE SOUTHEASTERLY AND TO THE LEFT, ALONG SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 47 DEGREES 15 MINUTES 51 SECONDS AN ARC LENGTH OF 4895.53 FEET (CHORD BRG: S58°17'28" E CHORD DIST: 4757.90) TO THE POINT OF BEGINNING.

ALONG WITH: (CONCHO WEST SHORE)

A PORTION OF SECTIONS 7 AND 18, TOWNSHIP 12 NORTH, RANGE 26 EAST OF THE GILA AND SALT RIVER MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18;

THENCE SOUTH 86 DEGREES 00 MINUTES 07 SECONDS WEST ALONG THE COMMON LINE BETWEEN SECTION 7 AND 18, A DISTANCE OF 1874.18 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 50 MINUTES 31 SECONDS WEST A DISTANCE OF 1378.86 FEET;

THENCE SOUTH 86 DEGREES 24 MINUTES 11 SECONDS WEST A DISTANCE OF 898.76 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 61;

THENCE NORTH 18 DEGREES 33 MINUTES 42 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1437.82 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3745.00 FEET;

THENCE NORTHEASTERLY AND TO THE RIGHT ALONG SAID CURVE AND SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 14 MINUTES 54 SECONDS AN ARC LENGTH OF 343.05 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 69 DEGREES 00 MINUTES 28 SECONDS EAST A DISTANCE OF 361.34 FEET;

THENCE SOUTH 00 DEGREES 50 MINUTES 31 SECONDS WEST A DISTANCE OF 118.25 FEET TO THE POINT OF BEGINNING.

AND ALONG WITH THE FOLLOWING INDIVIDUAL PARCELS:

ASSESSOR PARCEL NO. 201-13-003: LOTS 5 AND 6 OF BLOCK 1 OF THE GALLEGOS ADDITION PER BOOK 1 OF MAPS, PAGE 7, APACHE COUNTY RECORDS.

ASSESSOR PARCEL NO. 201-14-021: LOT 1, BLOCK 2 OF THE CONCHO ADDITION PER BOOK 1 OF MAPS, PAGE 6, APACHE COUNTY RECORDS.

ASSESSOR PARCEL NO. 201-14-024: LOT 6, BLOCK 2 OF THE CONCHO ADDITION PER BOOK 1 OF MAPS, PAGE 6, APACHE COUNTY RECORDS.

ASSESSOR PARCEL NO. 201-15-011A: LOTS 1 AND 2, NE 1/4 LOT 3 AND NW 1/4 LOT 4, BLOCK 11 PER BOOK 1 OF MAPS, PAGE 8, APACHE COUNTY RECORDS.

ASSESSOR PARCEL NO. 201-15-030: LOTS 3, BLOCK 25 PER BOOK 1 OF MAPS, PAGE 8, APACHE COUNTY RECORDS.

ASSESSOR PARCEL NO. 201-31-022A: LOT 1, BLOCK 2 OF CONCHO VALLEY UNIT 5 PER BOOK 4 OF MAPS, PAGE 47, APACHE COUNTY RECORDS.

ASSESSOR PARCEL NO. 201-42-247B: EAST HALF OF PARCEL OF CONCHO VALLEY UNIT 4A PER BOOK 5, PAGE 37, APACHE COUNTY RECORDS.

Beth Bond

From: Gaetano Sacco <dieselenginewarehouse@outlook.com>
Sent: Monday, July 01, 2013 9:25 AM
To: Beth Bond
Subject: VOTE >>>NO

Hi I am the owner of the parcel #201>45>086 in Concho on wastewater improvement mi vote his >>NO >>>> thank you Gaetano N Sacco trust

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

TOM M. WHITE, JR.
CHAIRMAN OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

BARRY WELLER
VICE-CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



DELWIN P. WENGERT, MANAGER-CLERK
ST. JOHNS, AZ 85936

TO: Property Owners within Proposed District Boundaries.

FROM: Delwin Wengert, Clerk of the Board *DW*

DATE: June 24, 2013

SUBJECT: Public Hearing for the Proposed Concho Wastewater Improvement District

This is to notify you that the Apache County Board of Supervisors is scheduled to hold a public hearing regarding the proposed formation of the Concho Wastewater Improvement District.

The public hearing is scheduled for Monday morning, August 5, 2013 at 8:30 am in the Board of Supervisors meeting room, County Annex building, 75 West Cleveland Street in St. Johns Arizona.

The public may view a copy of the petitions and proposed boundaries in the office of the County Manager/Clerk of the Board during normal business hours or online at www.co.apache.az.us.

Please contact my office if you have any questions.

**PETITION FOR THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA TO ESTABLISH
THE CONCHO WASTEWATER IMPROVEMENT DISTRICT (CWID)**

The undersigned real property owners (Petitioners), as set forth in Exhibit A, hereby petition the Board of Supervisors (Board) of Apache County, Arizona (County), to enter its final order (Resolution) forming a domestic wastewater improvement district acting pursuant to the provisions of Title 48, Chapter 6, Arizona Revised Statutes ("A.R.S."), as amended (Improvement District Act).

1. Petitioners propose to organize a domestic wastewater improvement district to be named "Concho Wastewater Improvement District" (District).
2. The proposed District boundaries within the County are delineated by legal description in Exhibit B and map in Exhibit C (Property).
3. The District is needed to operate and maintain a domestic wastewater system and other local improvements within the Property. The formation of the District and the operation, and maintenance of the improvements will promote public convenience, necessity and welfare. All of the Property will be benefited by these improvements, which are generally outlined in Exhibit D.
4. The District is within the boundaries of an existing service territory of a public service corporation that provides wastewater services as defined by a certificate of convenience and necessity issued by the Arizona Corporation Commission (Commission). The District is not within the boundaries of a proposed service territory of a public service corporation that provides domestic water or wastewater services as defined by an application for a certificate of convenience and necessity that is pending before the Commission or that has been considered by the Commission within one year before the date this petition is filed.
5. The District shall be a special purpose district and a municipal corporation for all applicable purposes. These purposes consist of, but are not limited to, the purposes prescribed in § 48-909(A)(5) as well as the related powers prescribed in A.R.S. § 48-909(B), and A.R.S. § 48-910.
6. Petitioners acknowledge that the formation of the District may result in the levy of ad valorem taxes, assessments and other charges to pay the costs of improvements constructed or acquired by the District and for their operation and maintenance, and that the Property and its owners will be subject to the ordinances, resolutions and other laws of the District. Petitioners also understand and consent that taxes may be levied on a square footage basis pursuant to A.R.S. § 48-955.
7. Petitioners request that the Board determine that the District be governed by a board of directors composed of three members. Petitioners recommend the following property owners serve as the initial directors: (1) Rick Kautz; (2) Patrick Murphy; and (3) Sheldon Barrett.
8. This Petition is signed by persons owning the majority of real property within the proposed District boundaries.
9. The Petitioners represent and understand that this Petition: (1) constitutes a binding obligation; (2) has been validly authorized and executed as verified in Exhibit E; (3) requests that the Board establish the District boundaries in accordance with Exhibit B; (4) is signed by persons owning the majority of real property the proposed District boundaries and any requirements of posting, publication, mailing, or notice otherwise required by the Improvement District Act in connection with the adoption of the Resolution will be complied with prior to the hearing before the Board; (5) requests that the Board conduct a hearing as required by A.R.S. § 48-904; and (6) upon a proper showing that the formation of the proposed District will promote public convenience, necessity and welfare, such District be established in accordance with the boundaries legally described in Exhibit B.

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFO
THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE

THE SIGNER MUST HAVE AUTHORITY TO SIGN FOR THE PROPERTY AS
CO-OWNER OR JOINT OWNER (INCLUDING SPOUSES), GUARDIAN
OFFICER OF A CORPORATION. ONLY ONE SIGNATURE PER OWNER IS
NECESSARY.

Name: WILLIAM WILLIAMS C

Company Name (if corporate ownership): _____ Guardian, Trustee

Address: PO Box 80 CONCORD, A

Assessor's Parcel Number(s): 201' 45 013
201 45 014

of parcels: 2

X Signature(s): WJ Williams X Date: 12
7

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

THE SIGNER MUST HAVE AUTHORITY TO SIGN FOR THE PROPERTY IF THEY ARE A CO-OWNER OR JOINT OWNER (INCLUDING SPOUSES), GUARDIAN, TRUSTEE, OR OFFICER OF A CORPORATION. ONLY ONE SIGNATURE PER OWNERSHIP IS NECESSARY.

Name: STEVE VITAL Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: HC 30 Box 506

Assessor's Parcel Number(s): _____

201-31-002A

of parcels: 1 .46 ACRE

Signature(s): Steve Vital Date: 12/5/12

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

THE SIGNER MUST HAVE AUTHORITY TO SIGN FOR THE PROPERTY IF THEY ARE A CO-OWNER OR JOINT OWNER (INCLUDING SPOUSES), GUARDIAN, TRUSTEE, OR OFFICER OF A CORPORATION. ONLY ONE SIGNATURE PER OWNERSHIP IS NECESSARY.

Name: JENNIFER WICKS Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: HC 30 Box 751, CONCHO AZ 85924

Assessor's Parcel Number(s): 201 59 062

of parcels: 1 .46 ACRE
Signature(s): [Signature] Date: 11/29/12

Name: Stephen W. Neuzil Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: P.O. Box 335

Assessor's Parcel Number(s): 201-46-397

of parcels: 1 .37 ACRE
Signature(s): S.W. Neuzil Date: NOV. 29, 2012

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

THE SIGNER MUST HAVE AUTHORITY TO SIGN FOR THE PROPERTY IF THEY ARE A CO-OWNER OR JOINT OWNER (INCLUDING SPOUSES), GUARDIAN, TRUSTEE, OR OFFICER OF A CORPORATION. ONLY ONE SIGNATURE PER OWNERSHIP IS NECESSARY.

Name: FRANK WRIGHT Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

MAIL ADDRESS Address: HQ 30 Box 699 CONCHO VALLEY AZ 85924 - 286 Green DR

Assessor's Parcel Number(s): 201-47-021

of parcels: 1 .12 ACRE

Signature(s): [Signature] Date: 12-12-2012

Phone # - Home - 928-245-2865 Cell - 928-476-1743

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

THE SIGNER MUST HAVE AUTHORITY TO SIGN FOR THE PROPERTY IF THEY ARE A CO-OWNER OR JOINT OWNER (INCLUDING SPOUSES), GUARDIAN, TRUSTEE, OR OFFICER OF A CORPORATION. ONLY ONE SIGNATURE PER OWNERSHIP IS NECESSARY.

Name: **Cam C Walker**

Check one:

Owner: X

Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: 1533 Independence Way, Boulder City NV 89005

Assessor's Parcel Number(s): 201-46-385, 201-46-386

of parcels: 2

Signature(s): Cam C Walker

Date: 4/10/13 ^{1.84 acres}

Name: _____

Check one:

Owner: _____

Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____

Date: _____

Page: _____ of _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

THE SIGNER MUST HAVE AUTHORITY TO SIGN FOR THE PROPERTY IF THEY ARE A CO-OWNER OR JOINT OWNER (INCLUDING SPOUSES), GUARDIAN, TRUSTEE, OR OFFICER OF A CORPORATION. ONLY ONE SIGNATURE PER OWNERSHIP IS NECESSARY.

Name: **Ron Walker** Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 1295 S. Tenaya Way, Las Vegas NV 89117

Assessor's Parcel Number(s): 201-45-001 201-45-002
201-59-089 201-59-090
201-59-091 201-59-092
201-46-348

of parcels: 7 2.25 ACRES
Signature(s): Ron Walker Date: 1/16/13

Name: _____ Check one: Owner: _____
Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

THE SIGNER MUST HAVE AUTHORITY TO SIGN FOR THE PROPERTY IF THEY ARE A CO-OWNER OR JOINT OWNER (INCLUDING SPOUSES), GUARDIAN, TRUSTEE, OR OFFICER OF A CORPORATION. ONLY ONE SIGNATURE PER OWNERSHIP IS NECESSARY.

Name: CLEMUS F. WALKER Mgr. Check one: Owner: _____ Guardian, Trustee or officer:

Company Name (if corporate ownership): **Concho Valley Golf LLC**

Address: **8 Hummingbird Lane, Henderson NV 89014**

Assessor's Parcel Number(s): **201-09-008C**

of parcels: 1 181.49 ACRES
Signature(s): Clemus F Walker Date: 3 Jun 2013

Name: CLEMUS F WALKER Mgr Check one: Owner: _____ Guardian, Trustee or officer:

Company Name (if corporate ownership): **Concho CC Development LLC**

Address: **3900 Paradise Rd #U, Las Vegas NV 89169**

Assessor's Parcel Number(s): **201-09-008M, 201-09-008N**

of parcels: 2 1.25 ACRES
Signature(s): Clemus F Walker Date: 3 Jun 2013

Page: _____ of _____

EXHIBIT A (continued)

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Check one:

Name: Rick Kautz

Owner: _____

Guardian, Trustee or officer: X

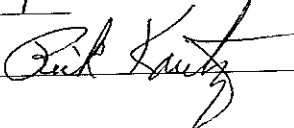
Company Name (if corporate ownership): Livco Sewer Co

Address: PO Box 92, Concho AZ 85924

Assessor's Parcel Number(s): 212-03-003F

of parcels: 1

35.41 ACRES

Signature(s): 

Date: 11-28-12

Check one:

Name: _____

Owner: _____

Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____

Date: _____

Page: _____ of _____

EXHIBIT A

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Name: Rick Kautz Check one: Owner: _____
Guardian, Trustee or officer: X

Company Name (if corporate ownership): Outback Development LLC

Address: PO Box 92, Concho AZ 85924

Assessor's Parcel Number(s): 201-45-025, 201-45-034, 201-45-106, 201-46-273, 201-46-311,
201-55-047, 201-55-065

of parcels: 7 2.24 ACRES

Signature(s):  Date: 11-28-12

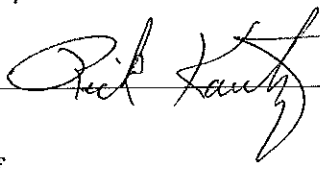
Name: Rick Kautz Check one: Owner: _____
Guardian, Trustee or officer: X

Company Name (if corporate ownership): Country Club Properties of Concho Inc.

Address: PO Box 92, Concho AZ 85924

Assessor's Parcel Number(s): 201-45-108, 201-46-295, 201-46-331, 201-55-042, 201-55-045,
201-55-073, 201-55-074, 201-55-101, 201-55-102, 201-55-148, 201-59-011, 201-59-014, 201-59-052,
201-59-061, 201-59-071, 201-71-001b, 212-03-003E, ~~201-59-047~~

of parcels: 18 166.96 ACRES

Signature(s):  Date: 11-28-12

Page: _____ of _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: The JAMES T. VYLYNE
CORBETT FAMILY TRUST Check one:
Owner: X
Guardian, Trustee or officer: X

Company Name (if corporate ownership): _____

Address: 22 Miller, CONCHO, AZ 85924

Assessor's Parcel Number(s): 201-46-399

of parcels: 1 .51 ACRE
Signature(s): James T. Vyllyne - Trustee Date: 11-30-2012

Name: David Sullivan Check one:
Owner: X
Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: P.O. Box 412 Concho, AZ 85924

Assessor's Parcel Number(s): #20145055

of parcels: 1 .34 ACRE
Signature(s): David Sullivan Date: 12/3/12

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: Robert H. Dnye Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: P.M. 13519, 555 Saturn Blvd, Ste. 13, San Diego, Ca 92154

Assessor's Parcel Number(s): 201-54-005

of parcels: _____ 137.99 ACRES

Signature(s): Robert H. Dnye Date: 12-14-12

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: ALBERT GARCIA Check one: Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____
Address: PO BOX 184 GONZO AZ 85929
Assessor's Parcel Number(s): 201 '45 109'

of parcels: 1 1.45 ACRES
* Signature(s): Albert Garcia * Date: 12/8/2012

Name: _____ Check one: _____
Owner: _____
Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____
Address: _____
Assessor's Parcel Number(s): _____

of parcels: _____
Signature(s): _____ Date: _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: Glen A. Green Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: PO Box 449, Concho AZ 85924

Assessor's Parcel Number(s): 201-45-011

of parcels: 1 .44 ACRE

Signature(s): [Signature] Date: 12-4-12

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: Jessie Griffith Check one: Owner: *
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): 201-45-006

of parcels: 1

Signature(s): Jessie Griffith Date: 12/4/12 .44 ACRE

Name: _____ Check one: Owner: _____
Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: Donald P. + or Audrey Borg Check one:
Owner: X
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 32 Hogan Lane

Assessor's Parcel Number(s): 267-46-358A, 359, 360

of parcels: 3 1.48 ACRES
Signature(s): Donald P. Borg Date: 12/11/12

Name: _____ Check one:
Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

over

EXHIBIT A

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: WALTER A. KRASZEWSKI Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 7 CR 5090 PATE LANE

Assessor's Parcel Number(s): 201-46-408

of parcels: 1 .37 ACRE

Signature(s): Walter A. Kraszewski Date: 30/10/12

Name: Charles Lefler Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: PO Box 155, Concho AZ 85924

Assessor's Parcel Number(s): 201-45-069

of parcels: 1 .33 ACRE

Signature(s): Charles Lefler Date: 12/4/12

EXHIBIT A (continued)

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Name: RICHARD A. LOTH Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 137 CINDER DR, CR 5101 CONCHO, AZ, 85924

Assessor's Parcel Number(s): 201-~~55~~-~~048~~
201-49-020

of parcels: 2 .24 ACRE

Signature(s): *Richard A. Loth* Date: 12-4-12

Name: MARY F. LOTH Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 137 CINDER DR, CR 5101 CONCHO, AZ, 85924

Assessor's Parcel Number(s): 201-55-048
201-49-020

of parcels: 2

Signature(s): *Mary F. Loth* Date: 12-4-12

Page: 1 of 1

DUPLICATE

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: John H. McMary Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: P.O. Box 2088 Queen Creek AZ 85142

Assessor's Parcel Number(s): 201 14 - 021

of parcels: 1 Signature(s): John H. McMary Date: Dec 7/2012 2.85 ACRE

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: Jamie L. Cohen, Trustee Check one: Owner: Guardian, Trustee or officer:
Mellon Family Trust

Company Name (if corporate ownership):

Address: 481 S. Main Street, Snowflake, AZ 85937

Assessor's Parcel Number(s): 201-47-006

of parcels: 1

Signature(s): Jamie L. Cohen Trustee Date: 12/5/2012 .34 ACRE

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

EXHIBIT A (continued)

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Name: FLORA A. MITCHELL Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 92-506 PALAILANI ST. KAPOLEI HI. 96787

Assessor's Parcel Number(s): 201-45-050

of parcels: 1 .34 ACRE

Signature(s): Flora A. Mitchell Date: Dec. 5/2012

Name: _____ Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: NESTOR MONTOYA Check one: X
Owner: X
Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: PO BOX 825 SAINT JOHNS AZ 85936

Assessor's Parcel Number(s): 201'49 009

of parcels: 1

Signature(s): Nestor Montoya

Date: 12/12/12 .17 ACRE

Name: _____ Check one: _____
Owner: _____
Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____

Date: _____

Page: _____ of _____

EXHIBIT A (continued)

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Name: John S. Morones Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 23 Jones or P.O. Box 73 Concho 85924

Assessor's Parcel Number(s): 201-45-032

of parcels: .37 ACRE

Signature(s): [Signature] Date: 11-28-12

Name: PAT MURPHY Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: PO Box 718 Concho, AZ 85924

Assessor's Parcel Number(s): 201 15 030

of parcels: 1.20 ACRE

Signature(s): [Signature] Date: 12-3-12

EXHIBIT A (continued)

PLEASE PRINT YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

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Name: June B Roberts Check one:
Owner: ✓
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: P.O. Box 108 Concho AZ 85924

Assessor's Parcel Number(s): 201-45-036

of parcels: 1 .36 Acre

Signature(s): June B Roberts Date: 12/13/2012

Name: _____ Check one:
Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: Regina Shaver Regina Shaver Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 3031 RIMROCK DRIVE LAWRENCE, MS 66047

Assessor's Parcel Number(s): 201-14-023A

of parcels: 1 4.59 ACRES

Signature(s): Regina Shaver Date: 1-14-2013

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

Page: _____ of _____

EXHIBIT A (continued)

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Name: MATTHEW H. SUNADA Check one: Owner: Guardian, Trustee or officer:

Company Name (if corporate ownership): N/A

Address: COUNTY Rd 5089, Lot 26, Concho, AZ 85924

Assessor's Parcel Number(s): (UNIT 5B) 201-46-380 + 201-46-381

of parcels: 2 , .83 ACRE

Signature(s): [Handwritten Signature] Date: 12/3/2012

Name: _____ Check one: Owner: _____ Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: Timothy A. Towet Sr Check one:
 Owner:
 Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: #3 ACR 5089 P.O. Box 770

Assessor's Parcel Number(s): 201-46-298A

of parcels: 1
Signature(s): [Signature] Date: 12/11/19 1.10 ACRE

Name: _____ Check one:
 Owner: _____
 Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: **Clemons F Walker**

Check one:

Owner:

Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 8 Hummingbird Lane, Henderson NV 89014

Assessor's Parcel Number(s):

- 201-46-318,
- 201-46-389,
- 201-46-391,
- 201-46-396,
- 201-46-398

of parcels: 5

2.16 acres

Signature(s): Clemons F Walker

Date: 8 Mar 2013

Name: _____

Check one:

Owner:

Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____

Date: _____

Page: ____ of ____

EXHIBIT A (continued)

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Name: CLEMUS F WALKER Mgr. Check one: Owner:
Guardian, Trustee or officer: X

Company Name (if corporate ownership): **Concho Valley Golf LLC**

Address: 8 Hummingbird Lane, Henderson NV 89014

Assessor's Parcel Number(s): 201-09-008C

of parcels: 1 181.49 acres

Signature(s): Clemus F Walker Date: 3 Jan 2013

Name: CLEMUS F WALKER Mgr. Check one: Owner:
Guardian, Trustee or officer: X

Company Name (if corporate ownership): **Concho CC Development LLC**

Address: 3900 Paradise Rd #U, Las Vegas NV 89169

Assessor's Parcel Number(s): 201-09-008M, 201-09-008N

of parcels: 2 1.25 acres

Signature(s): Clemus F Walker Date: 3 Jan 2013

EXHIBIT A (continued)

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Name: SHEDON BARRETT Check one:
Owner: X
Guardian, Trustee or officer:

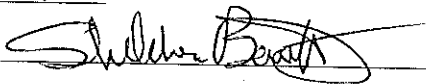
Company Name (if corporate ownership): _____

Address: P.O. BOX 662, CONCHO, AZ 85924

Assessor's Parcel Number(s): 388

201-46-388

of parcels: 1 .34 ACCE

Signature(s):  Date: 11/30/12

Name: _____ Check one:
Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

EXHIBIT A (continued)

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Name: Scott Cheroweth Check one: Owner:
Guardian, Trustee or officer:

Company Name (if corporate ownership): _____

Address: 42 County Road 5086, Cowhee, AZ 85424

Assessor's Parcel Number(s): 201-46-353
201-46-354

of parcels: 2 .37 ACRES

Signature(s): [Signature] Date: 12-9-12

Name: _____ Check one: Owner: _____
Guardian, Trustee or officer: _____

Company Name (if corporate ownership): _____

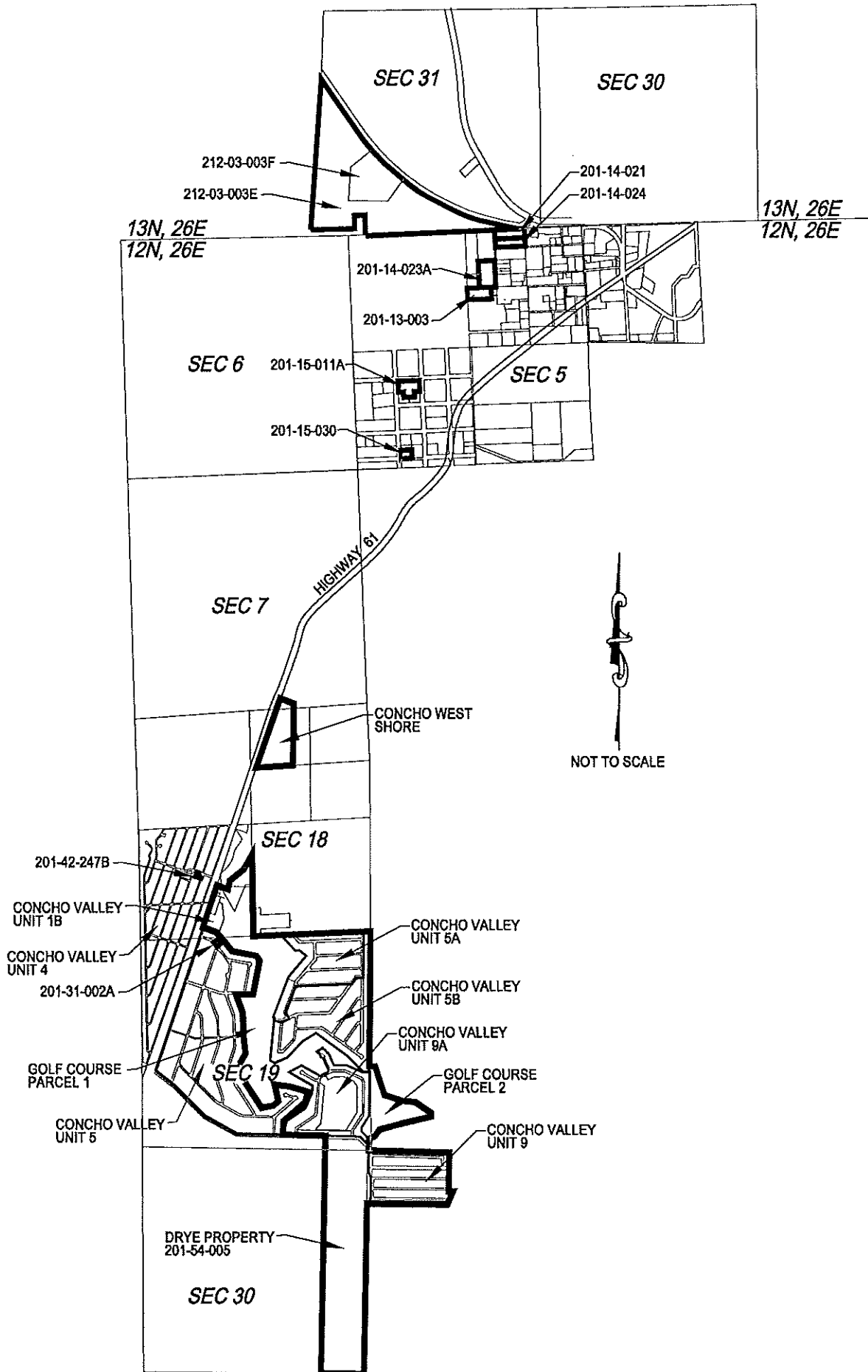
Address: _____

Assessor's Parcel Number(s): _____

of parcels: _____

Signature(s): _____ Date: _____

CONCHO WASTEWATER IMPROVEMENT DISTRICT MAP OF BOUNDARIES



FACILITIES ASSESSMENT REPORT

for

LIVCO SEWER COMPANY
CONCHO, ARIZONA



133-26591-13001

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March 2013



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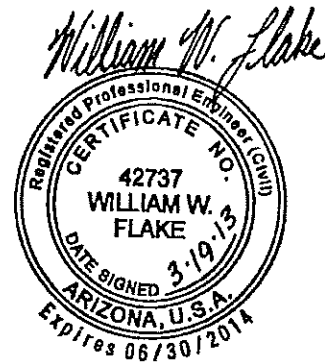
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1.0 INTRODUCTION

1.1 Purpose

The purpose of this report is to present the results of the facilities assessment that was performed by Tetra Tech, Inc. on behalf of the Livco Sewer Company. A site visit was made to observe the system and assess the facilities in operation that day. This report summarizes the observations that were made as well as provides information on suggested improvement requirements for the facilities.

1.2 Background

The Livco Sewer System is comprised of gravity mains, pressurized lines (force mains and lift stations), and a treatment facility. It appears that some of the system was constructed in the early 1980's or earlier, therefore some of the system is quite old. The system generally flows from south to north, and eventually makes its way to the treatment site on the northwest side of Concho. Most of the system is located in the area south of Concho Lake. The sewer is pumped from the Golf Course Lift Station along Highway 61 to the north. The effluent then travels on the west side of Concho where it then enters another lift station on the south side of the highway to Snowflake (County Road 5020). This lift station then pumps the sewer to the treatment site, which is also on the south side of the Snowflake Highway. A location map showing the approximate location of the lift stations and the treatment site is shown on Figure 1.

On January 31, 2013 Ed Pauling from Tetra Tech and Matt Davis from Livco Sewer Company inspected portions of the sewer system. On that day, six (6) lift stations, seven (7) manholes and the treatment site were inspected. Ed and Matt both went to each location.

The lift station lids were lifted and the wet wells, pumps, piping, and wiring inside the wet wells were examined. The exterior of the lift stations were inspected as well along with the electrical control box and wiring. Photographs were also taken of the lift stations.

All of the manholes that were inspected were located in the Concho Valley Unit 9 subdivision except one. The six (6) manholes that were inspected in Unit 9 had no sewer flow in them and were in good condition. The single manhole not located in Unit 9 is the manhole that the 8" diameter force main enters, which is upstream of the main lift station that pumps the effluent to the treatment facility site.

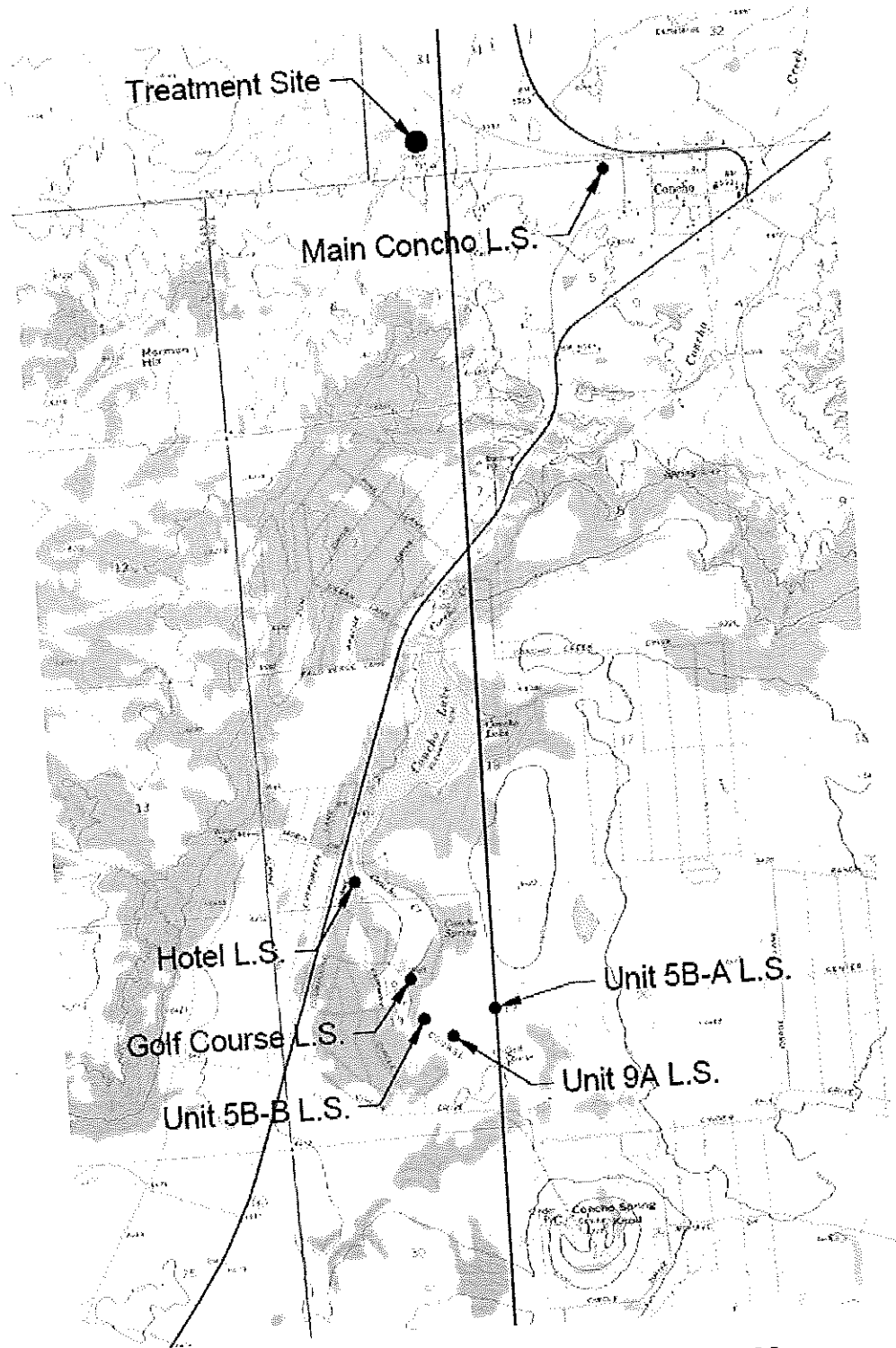


Figure 1. Lift Station & Treatment Site Location Map

2.0 LIFT STATIONS

2.1 Lift Station 9A

The lift station designated as “9A” is located northwest of Concho Valley Unit 9A. It generally receives sewer flow from Units 9 and 9A. It is also the highest lift station in elevation in the sewer system. This lift station wet well is five feet (5’) in diameter and has a concrete top with a metal lid and two (2) 2.5 horsepower pumps. The pumps force the effluent through a four inch (4”) diameter force main. The force main empties into a manhole located on Lot 402 in Concho Valley Unit 5B. A photo of the exterior of the lift station along with the electrical control panel is shown in Figure 2.



Figure 2. Exterior of Lift Station 9A

The lift station was generally in satisfactory condition. The wet well appeared to be holding together and is not breaking down. The lid was also not rusting. As can be seen in Figure 3, there is some rusting inside the wet well on the rails and the piping, however they seem to be functioning fine. It was assumed that the rails are not too rusted to pull the pumps as it was indicated that the pumps have not been pulled in a long period of time. It appeared that the wet well has a PVC vent that runs from the wet well, over to the control panel, and up into the air above the control panel. This vent appears to be functioning properly as the wet well is in good condition.

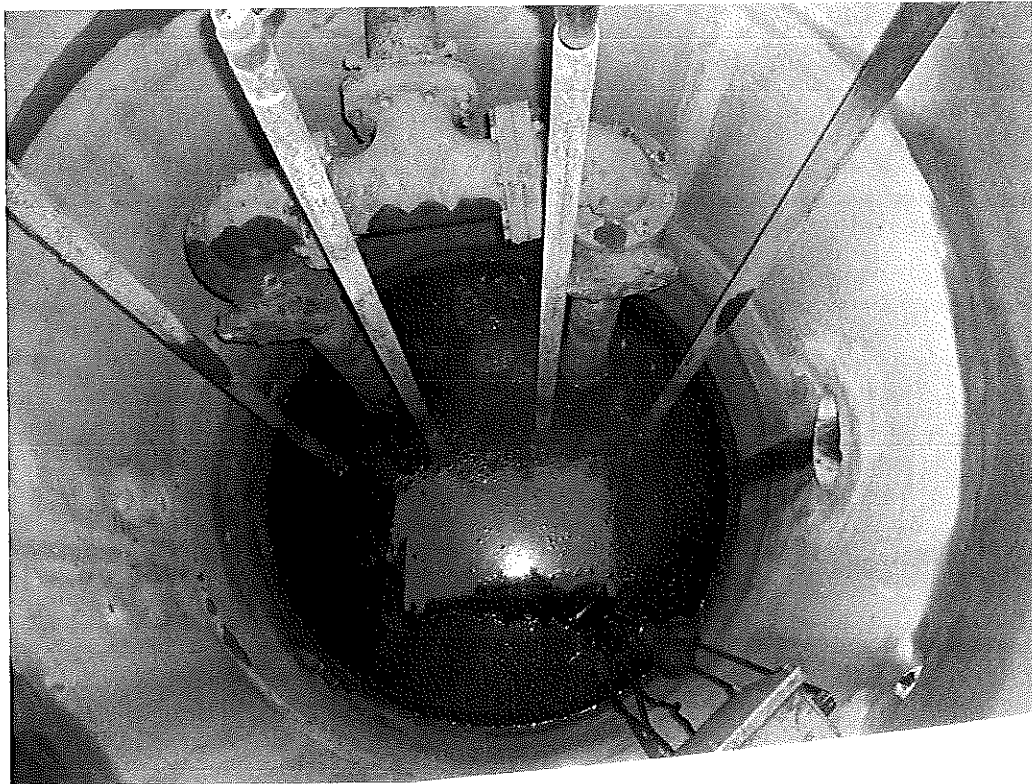


Figure 3. Interior of Lift Station 9A

Although there are duplex pumps in the wet well, it was indicated by Matt that there are no replacement pumps for this lift station on hand. An extra pump should be kept on hand for use when one or both of the pumps in the wet well need repaired or replaced. Also, as can be seen in Figure 3, there is an electrical junction box inside the wet well. This box should be relocated outside the wet well to prevent the box from being submerged in sewer as well as to keep the box away from the harmful and corrosive sewer gases (hydrogen sulfide) that exist in the wet well. When the lift station begins to receive more flows, this could become a problem.

Figure 4 shows that there are exposed wires between the electrical conduit and the control panel. It appears the control box was raised after the construction was completed. The control panel should be lowered so that there are no exposed wires. This will help protect the wires and will also prevent the wires from rubbing on the sharp edge of the control box when the wires move, which movement can be caused from the pumps turning on and off as well as running. After the control panel is lowered to the conduit, the hole in the control panel should be sealed. This will prevent moisture from entering the control box.



Figure 5. Exterior of Lift Station 5B-1

As was mentioned, the access lid to the lift station is too small and should be made larger. The existing lid is also showing a great deal of corrosion. There is not a vent on the wet well to allow the hydrogen sulfide gas to exit the wet well, and a vent should be added to the wet well.

It is also recommended that the control panel be moved from off of the wet well lid and placed near the lift station. Conduit should be ran from the side of the wet well to the control panel and all wiring should be protected and should be contained in the conduit. The entrance to the conduit at the wet well should also be sealed to prevent the sewer gasses from traveling through the conduit to the control panel.

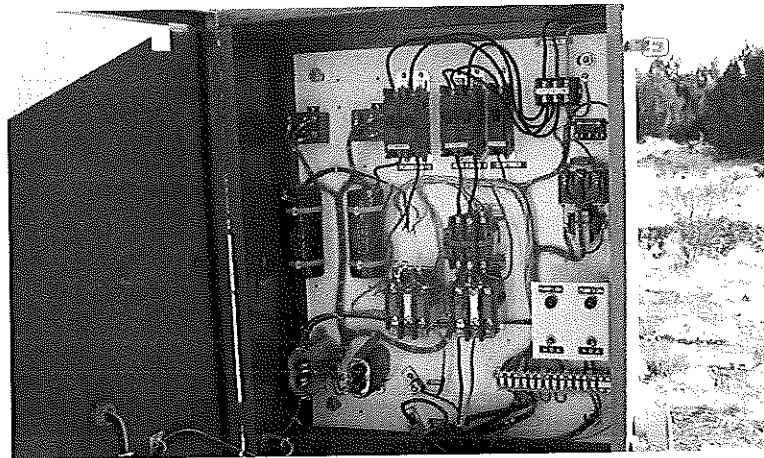


Figure 6. Lift Station 5B-1 Control Panel

As can be seen in Figure 6, the wiring in the control panel is in disrepair. It is recommended that an electrician be hired to check the wiring as there are many wires that are not connected. The emergency alarm on this lift station also does not operate and should be addressed.

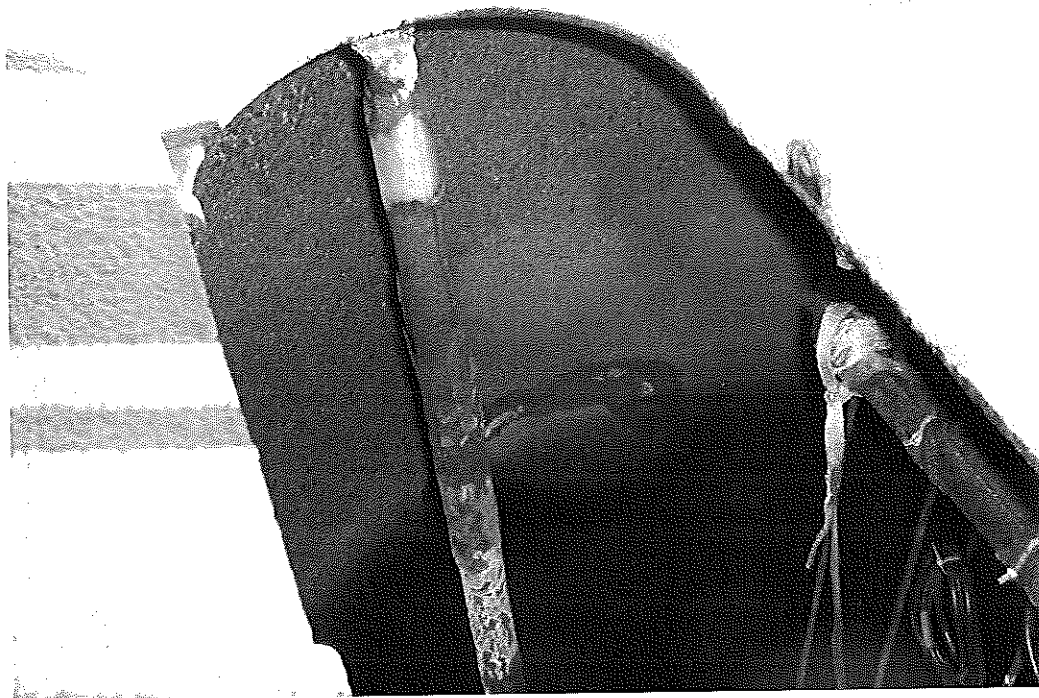


Figure 7. Interior of Lift Station 5B-1

In Figure 7 it can be seen that the metal inside the wet well has a great amount of corrosion. Instead of a metal chain to pull the pump, a nylon strap has been installed. All of the metal in the wet well should be replaced with stainless steel metal, including a pull chain for the pumps.

It can also be seen in Figure 7 that the sewer in the wet well is very high and was approximately three feet (3') from overflowing the wet well. There is only a single working pump in the wet well and it is not known what size of pump it is. It was reported that the other pump would run, but the pipe may not be connected to the pump. It is not the original pump that was installed. Based on the depth of the sewer, it appears that there may be a problem with the floats or the electrical system. This high water problem should be investigated and corrected.

The wet well should have two (2) working pumps installed that have been sized for the flows entering the lift station. The required head and the size of the force main to achieve sufficient velocity to scour the force main should be analyzed. There should also be a backup pump in storage in case the lift station pumps require maintenance or replacement.

Also, there is no fence installed to prohibit tampering of the lift station. It is recommended that a fence be installed to prevent damage. A sign should also be attached in a conspicuous location indicating the phone number to call in case the emergency alarm is sounding or a light is activated.

2.3 Lift Station 5B-2

Lift station 5B-2 is located on the south side of Concho Valley Unit 5B, in the southwest corner of Lot 400. This lift station was in poor condition. The lift station also only has a single functioning pump. The force main from the wet well is a four inch (4") diameter line that runs to the same gravity manhole that Lift Station 9A flows to which is located on Lot 402 of Concho Valley Unit 5B. The wet well is five feet (5') in diameter and has a metal top and lid, similar to the lid on Lift Station 5B-1. Lift Station 5B-2 also has some of the same problems as Lift Station 5B-1.

The control panel was also mounted directly onto the metal top and has the same corrosion problems, although more severe than Lift Station 5B-1. Figure 5 shows a photo of the exterior of the lift station.

This lift station lid is also too small and should be made larger. The existing lid is also showing a great deal of corrosion, and therefore a vent should also be added to the wet well lid. It is also recommended that the control panel be moved from off of the wet well lid and placed near the lift station. Conduit should be ran from the side of the wet well to the control panel and all wiring should be protected and should be contained in the conduit. The entrance to the conduit at the wet well should also be sealed to prevent the sewer gasses from traveling through the conduit to the control panel. It appears some wiring for the float controls has been pulled through the hole in the lift station lid that allows the

wiring to enter the control panel. These float control wires should be in the wet well or in conduit for protection. They should not be opened to the elements.



Figure 8. Exterior of Lift Station 5B-2

As can be seen in Figure 9, the wiring in the control panel is in fair condition, however it was reported that the warning alarm does not work at this lift station. It is recommended that an electrician be hired to address this problem. A sign should also be attached in a conspicuous location indicating the phone number to call in case the emergency alarm is sounding. A fence should also be installed to prohibit tampering and damage of the lift station.

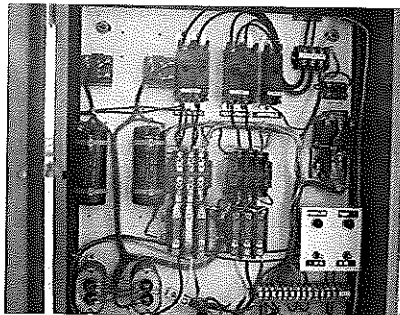


Figure 9. Lift Station 5B-2 Control Panel

In Figure 10 it can be seen that the metal inside the wet well has a great amount of corrosion and there is also a nylon strap to pull the pump. All of the metal in the wet well should be replaced with stainless steel metal, including a pull chain for the pumps.

The wet well should have two (2) working pumps installed that have been sized for the flows entering the lift station, the required head and the size of the force main to achieve sufficient velocity to scour the force main. There should also be a backup pump in storage in case the lift station pumps require maintenance or replacement. It would be beneficial if several of the lift stations use the same pump. Therefore a single pump could be kept on hand for backup of several lift stations instead of having a backup pump for each lift station.

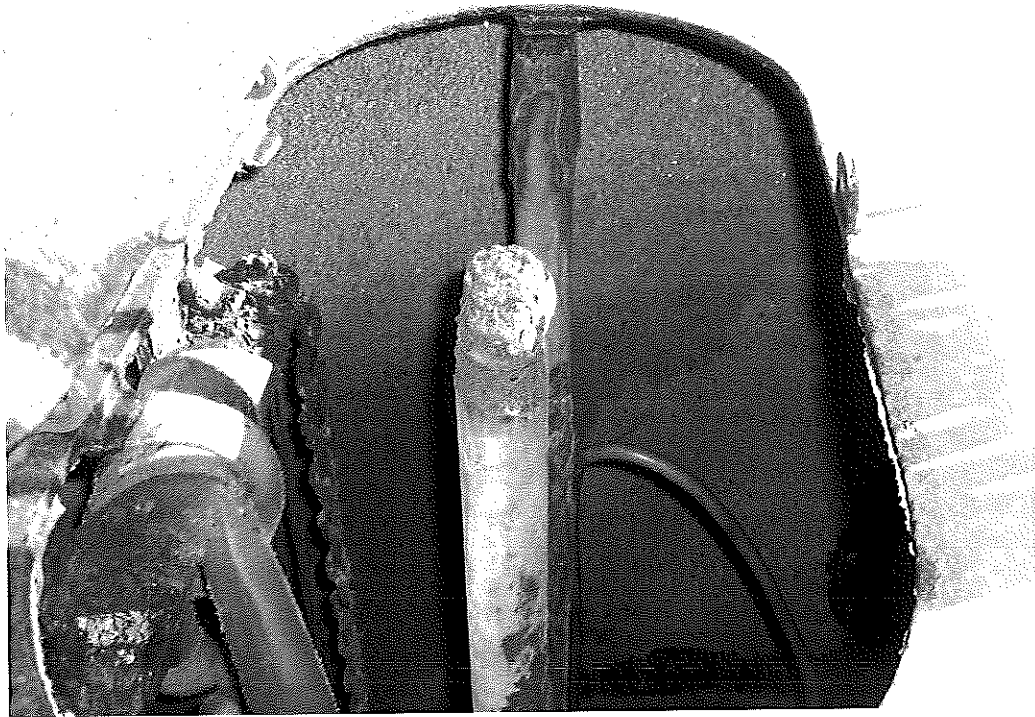


Figure 10. Interior of Lift Station 5B-2

2.4 Golf Course Lift Station

The Golf Course lift station is located west of Lot 123 of Concho Valley Unit 5A. This lift station accepts flows from lift stations 9A, 5B-1 and 5B-2. It has an eight foot (8') diameter wet well with two (2) 10 HP pumps. The Golf Course Lift Station has a six-inch (6") diameter force main and flows to the Motel Lift Station. Generally, the lift station is in fare to good condition. The lift station is configured with a wet well chamber as well as a

separate valve vault for the force main. Figure 11 shows a photo of the exterior of the lift station.



Figure 11. Exterior of Golf Course Lift Station

The wet well is in good condition. The metal in the wet well also appears to be in good condition. The control panel is located off of the wet well and it mounted on an adjacent panel. However, the openings in the control panel are quite a bit larger than the conduit. These openings should be closed to seal the control panel (see Figure 12).

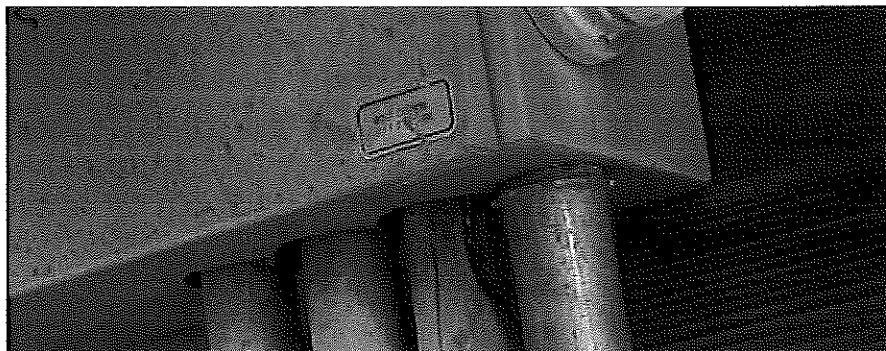


Figure 12. Control Panel Openings

The control panel appears to be in good shape. It was reported that the alarms on the lift station do not work. It is recommended that the alarms be fixed to give a warning if the lift station does not operate correctly. A sign should also be added to the site indicating a phone number to call when the alarm is warning.



Figure 13. Interior of Golf Course Lift Station

In Figure 14 it can be seen that the wet well is in fairly good condition. The metal inside the well does not appear to be corroding and is still in good condition. Stainless steel pull chains should be installed to allow the pumps to be pulled for maintenance and replacement. It was reported that there is not a spare pump for this lift station. As was recommended for the other lift stations, a spare pump should be kept on hand for this lift station as well.

As was mentioned, this lift station has a separate valve vault for the force main as it exits the wet well. The piping in the valve vault has a large amount of corrosion. In Figure 15 it can be seen that water has entered the valve vault and the check valve on the line that allows the valve vault to drain to the wet well has not opened or the line itself is plug. Based on the high water marks in the vault it appears the water sat in the vault for a long period of time. This should be corrected by either repairing or replacing the check valve, or

clearing the line (which ever work is required to correct the problem) to allow the vault to drain.

Also, in the same valve vault, the concrete on the vault itself has deteriorated around the force main that extends out of the vault. This concrete should be patched to keep the vault from deteriorating completely and allowing infiltration.

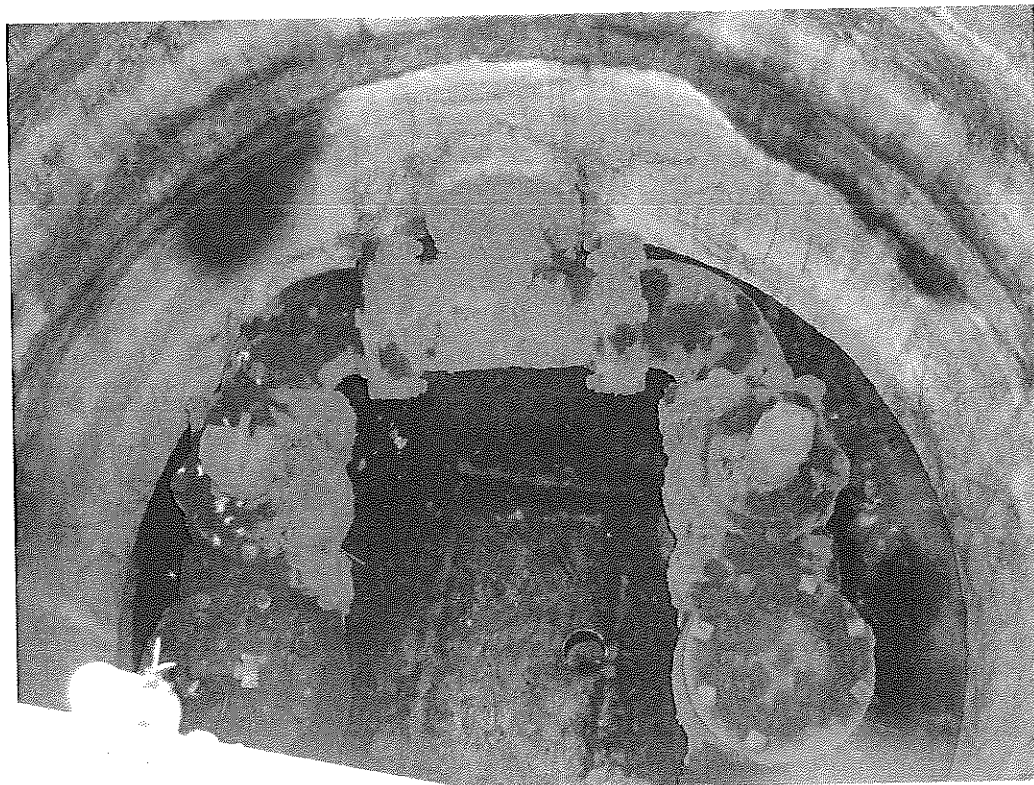


Figure 14. Golf Course Lift Station Valve Vault

The wet well should have two (2) working pumps installed that have been sized for the flows entering the lift station, the required head and the size of the force main to achieve sufficient velocity to scour the force main. There should also be a backup pump in storage in case the lift station pumps require maintenance or replacement.

2.5 Motel Lift Station

The Motel Lift Station is located southeast of the Concho Motel. The lift station handles sewer flows from Concho Valley Unit 1B and the Club House. The wet well is five feet (5') in diameter and was reported to only have a single functioning 2 HP pump. The force main from the wet well is a four inch (4") diameter line that runs to a gravity manhole located on the west side of Concho Valley Unit 5A. The wet well has a metal top and lid. The control panel is mounted directly onto the metal top; however it doesn't appear that

the mounting pole of the panel has corroded much. This lift station also has a hoist base that can be utilized to lift the pumps from the wet well. Figure 15 shows a photo of the exterior of the lift station.



Figure 15. Exterior of Motel Lift Station

The existing lid is also showing a great deal of corrosion. There is also not a vent on this wet well to allow the hydrogen sulfide gasses to exit, but should be added to the wet well.

It is also recommended that the control panel be moved from off of the wet well lid and be placed near the lift station. Conduit should be ran from the side of the wet well to the control panel. Special care should be made to install all wiring in conduit to provide protection. As can be seen in Figure 15, there are wires that are exposed. The entrance to the conduit at the wet well should also be sealed to prevent the sewer gasses from traveling through the conduit to the control panel.

It was also reported that the emergency alarm on this lift station does not work. This problem should also be corrected. Also, there is no fence installed to prohibit tampering of the lift station. It is recommended that a fence be installed to prevent damage to the lift station. A sign should also be attached in a conspicuous location indicating the phone number to call in case the emergency alarm is sounding.

The wet well should have two (2) working pumps installed that have been sized for the flows entering the lift station, the required head and the size of the force main to achieve sufficient velocity to scour the force main. There should also be a backup pump in storage in case the lift station pumps require maintenance or replacement.

As previously mentioned, the Motel Lift Station pumps sewer through a four-inch (4") force main to an existing manhole located in Concho Valley Unit 5A. This sewer in this manhole then gravity flows to the south to the Golf Course Lift Station. The Golf Course Lift Station then pumps the sewer to the west to the right-of-way of Highway 61. The sewer continues north, parallel to Highway 61, and past the Concho Hotel and eventually to the Main Lift Station in Concho. To reduce pumping costs, a new four-inch (4") force main should be installed from the Motel Lift Station, northward to County Road 5100 and then west over to connect to the existing force main located in the right-of-way of Highway 61. This would decrease Golf Course Lift Station operating costs. This would require approximately 600 linear feet of four-inch (4") force main be installed. The approximate location of the proposed force main is shown in Figure 16. This line would need to be designed and constructed to prevent backflow into the Motel Lift Station.

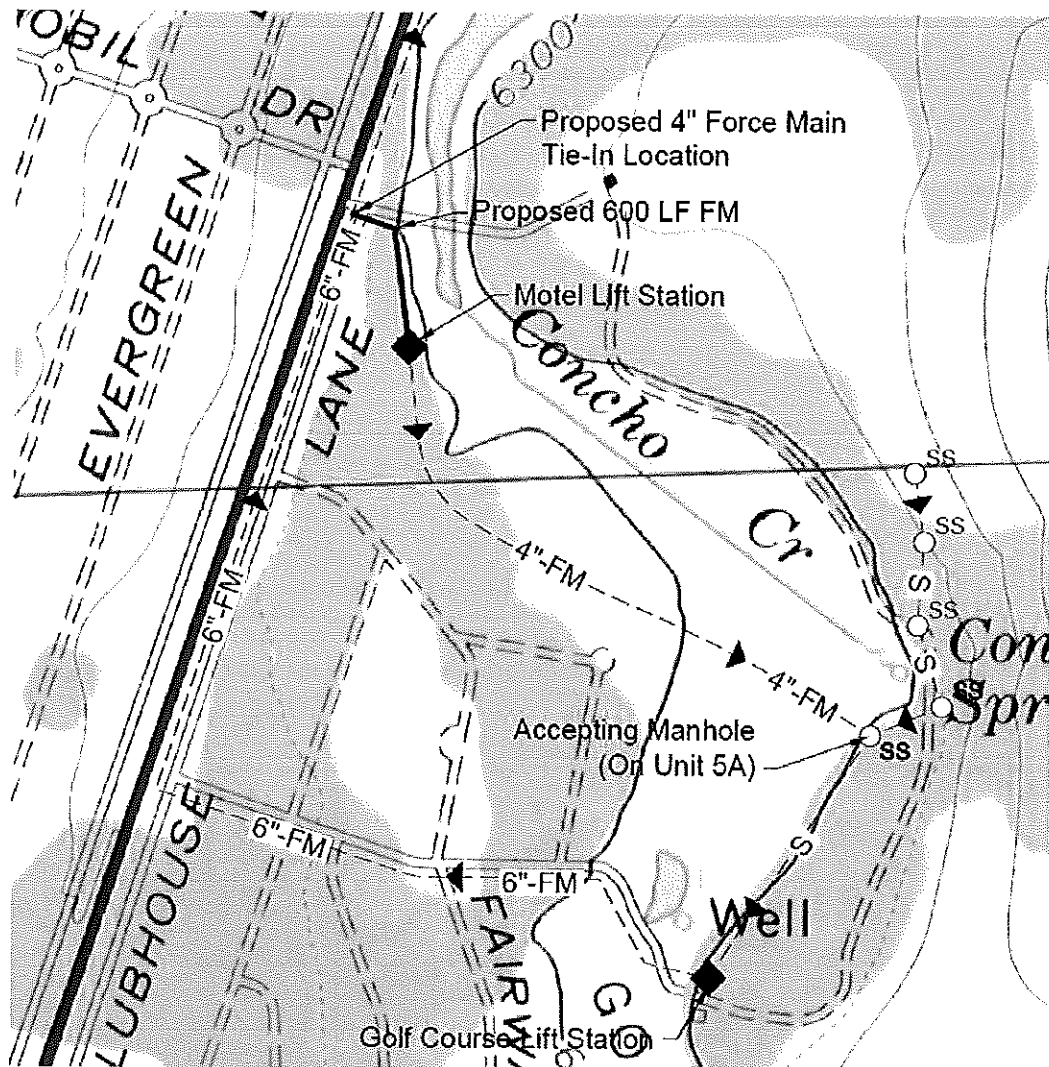


Figure 16. Possible Force Main Location

2.6 Main Lift Station

The Main Lift Station is located west of Concho itself and on the south side of County Road 5020 (Snowflake Highway). This lift station accepts flows from the Golf Course Lift Station, which is approximately 359 feet higher in elevation than the Main Lift Station. The sewer is delivered to the Main Lift Station via force main and gravity line. The Main Lift Station has an eight foot (8') diameter wet well with two (2) 20 HP pumps. The Main Lift Station has an eight-inch (8") diameter force main and sends flows to the treatment facility site. Generally, the lift station is in fair condition. The lift station is configured with a wet well chamber as well as a separate valve vault for the force main. Figure 17 shows a photo of the exterior of the lift station.



Figure 17. Exterior of Main Lift Station

As can be seen in Figure 18, the wet well needs some concrete patching around the pipes that penetrate the wet well wall. The metal in the wet well also appears to be in fair condition. The control panel is located off of the wet well and it mounted on good supports. However, the openings in the control panel are quite a bit larger than the conduit. These openings should be closed to seal the control panel (see Figure 19).



Figure 18. Main Lift Station Wet Well

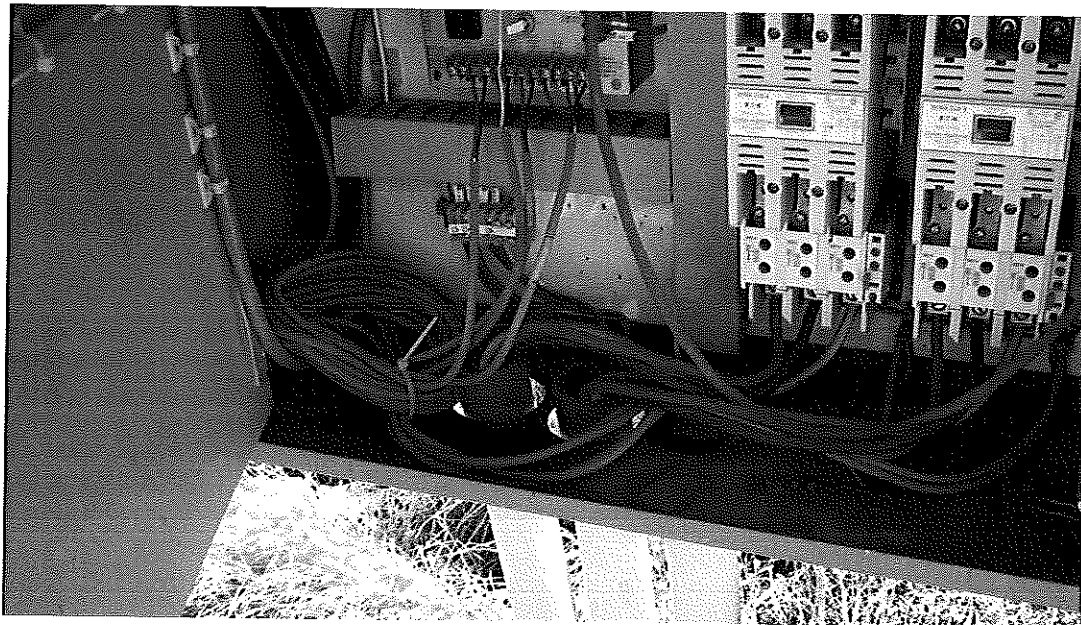


Figure 19. Main Lift Station Control Panel

The control panel appears to be in good shape. It was reported that the alarms on the lift station do not always work. It is recommended that the alarms be fixed to give a warning if the lift station does not operate correctly. A sign should also be added to the site indicating a phone number to call when the alarm is warning.

It was also reported that there is not a spare pump for this lift station. As was recommended for the other lift stations, a spare pump should be kept in reserve.

Only one lift station had a hoist base that could be used to lift the pumps from the lift station. It was reported that the sewer company does not have equipment to pull the pumps from the wet wells, therefore installing a hoist at each lift station will most likely be beneficial, however this was not included in the cost estimates. It is also recommended that all of the wet wells be epoxy coated for protection and a longer life. It was also reported that there are no backup generators for the system. It is recommended that at a minimum, a single portable backup generator be purchased and the control panel at each lift station be modified to enable the generator to operate the lift station. A single portable generator has been included in the cost estimates.

3.0 MANHOLES

There were seven (7) manholes that were observed for inspection. Six (6) of the manholes were located in Concho Valley Unit 9. The other manhole that was inspected was the first manhole in the interceptor line that the Golf Course Lift Station force main empties in to.

3.1 Unit 9 Manholes

The six (6) manholes in Unit 9 were all in very good condition. None of the manholes had any flow in them. It didn't appear that any work is required for these manholes. Figure 20 is a photograph of the manhole located at Lot 138 in Unit 9. This shows the condition of the inside of the manhole.

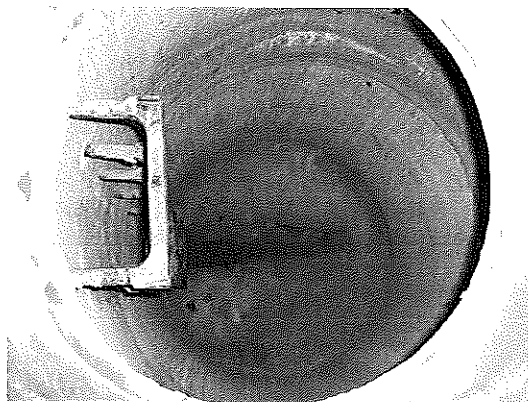


Figure 20. Manhole on Lot 138, Unit 9

3.2 Interceptor Manhole

As was mentioned, the interceptor manhole is the manhole that the Golf Course Lift Station empties in to and is the first manhole on the interceptor line. This manhole is located at station 126+00 in the ADOT right-of-way of Highway 61. The manhole is a four-foot (4') diameter manhole, with a depth of approximately six-feet (6'). The manhole was in poor condition as can be seen in Figure 21.

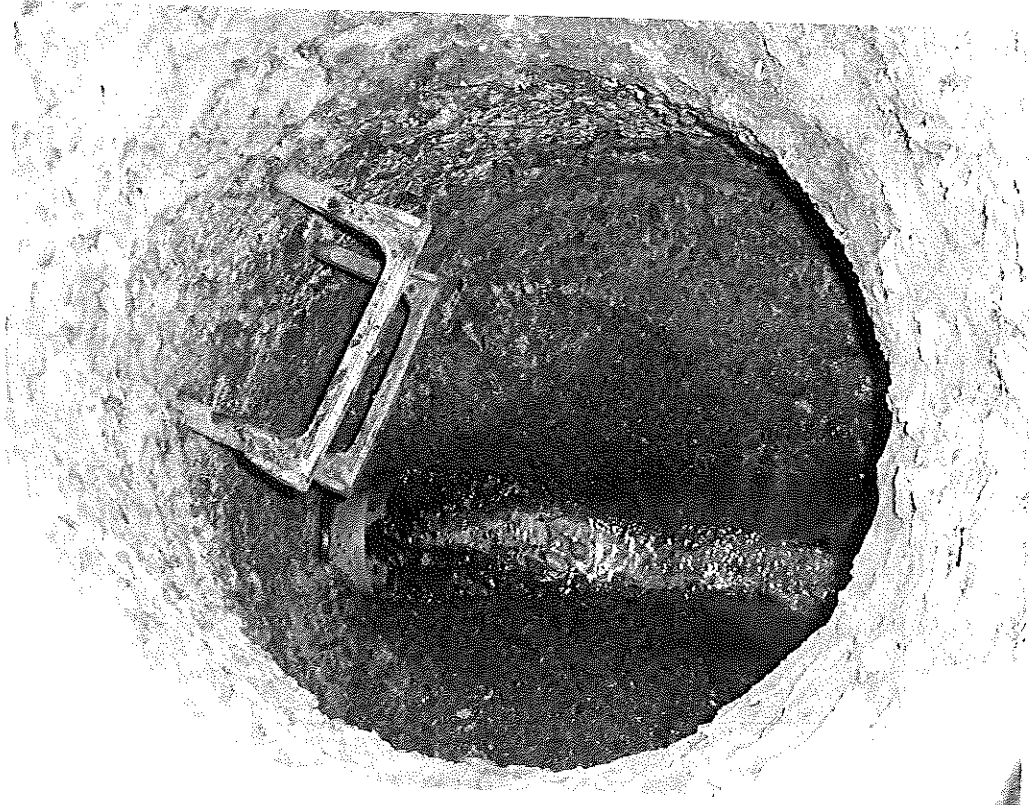


Figure 21. Interceptor Manhole

As can be seen in Figure 21, the concrete of the manhole has deteriorated. This is most likely because of the hydrogen sulfide introduced from the force main. Because there is a relatively small amount of flow into the system, it is likely that the sewer in the force goes septic before the sewer enters the manhole. With the septic sewage also comes the hydrogen sulfide which can cause Microbial Induced Corrosion (MIC) and will severely corrode the concrete in the manhole. This manhole should be replaced and then the manhole should be coated with an epoxy liner. The liner will bond to the concrete of the manhole to prevent the corrosion of the concrete. Although the next downstream manhole is approximately five-hundred feet (500') downstream of this manhole, it should be examined to determine if the hydrogen sulfide gasses have caused corrosion problems in it as well. It may need replaced and/or coated as well.

Other manholes in the system that receive flows from force mains should also be inspected to determine if they are in similar condition as the manhole that was inspected. It is likely that these manholes will be corroded and need replaced and/or coated as well.

4.0 AIR RELIEF VALVES

Based on the construction plans, there appear to be many air relief valves (ARV) in the system. One ARV was observed. The valve was located in a concrete box, and the top of the valve was above the box. There was also a metal pole, indicating the location of the valve. A photo of the valve is shown in Figure 22.

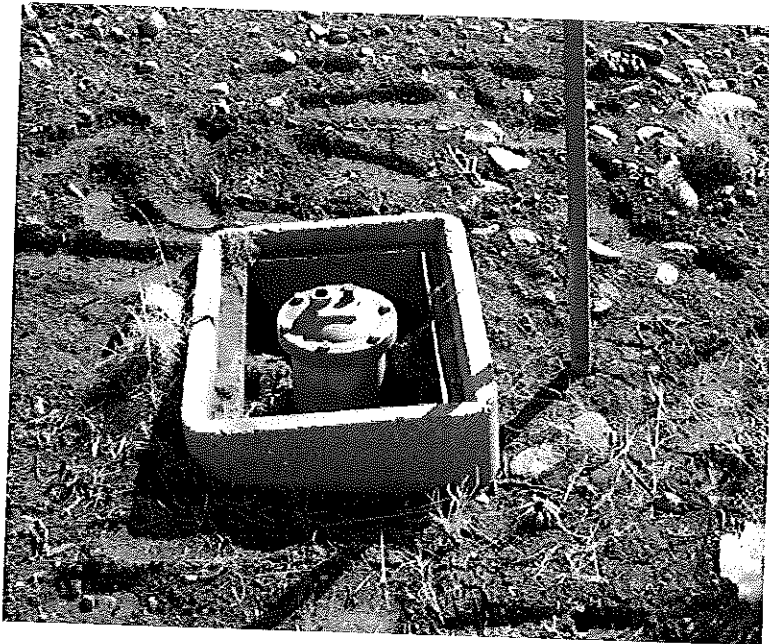


Figure 22. Air Relief Valve

It is suggested that the valve be protected. A higher box is required that can be installed above the valve so that the lid can be placed over the valve. It was not known if the valve was working. The valve should also be checked to make sure that it is allowing air out of the force main. All of the valves in the system should be examined to determine if the same corrective measures are necessary for them as well.

5.0 TREATMENT SITE

The treatment site is located on the south side of the Snowflake Highway. It was designed to handle flows up to 20,000 gallons per day (gpd) and when the site reaches flows greater than this, there is additional area to extend the treatment site to handle flows up to 538,310 gpd.

Based on the Design Report which was completed by Shreeve & Associates, Inc. in 1991, the treatment site was designed with three (3) components. They consist of a settling pond or lagoon, wetland, and reuse area. The treatment plant was designed for the influent to be receive primary treatment by entering the settling pond and allowing the solids to settle to the bottom of the pond. Then the effluent will enter wetland cells for further treatment. There have been two (2) cells constructed for treatment of up to 20,000 gpd. From the wetlands, the effluent will enter the chlorine contact chamber for further treatment, and then be sent to the reuse area for disposal. It is apparent that the treatment site has not recently received enough flows to allow the settling pond to fill and flow over into the wetlands areas. Because of the small flows, the influent has entered into the settling pond and has been treated there instead of the wetlands. As can be seen in Figure 23, a great deal of vegetation has grown in the settling pond.



Figure 23. Settling Pond - Lagoon

The settling pond (lagoon) was designed to allow a detention time between five (5) to ten (10) days to provide time for the solids to settle out of the influent. Based on the Aquifer Protection Permit (APP) number P-102422, the settling pond was designed to have an 18" clay liner. The substantial vegetation root system could penetrate the liner and allow the effluent to flow below the liner and enter the groundwater, which could at some point, show up in the groundwater. Also, based on Part II.A.3 in the APP on page 2 of 27, the accumulated sludge in the pond shall be removed to obtain the required operating depth in

because it appears the treatment facility is not receiving a large amount of flow, 250 gpd per lot was assumed. Based on 28 lots producing 250 gpd of sewer, the totals flows to the site are determined as follows:

$$28 \text{ lots} \times 250 \text{ gpd/lot} = 7,000 \text{ gpd}$$

Since the treatment facility was designed for 20,000 gpd, the treatment plant can handle an additional 13,000 gpd. This equates to approximately 52 additional lots that the treatment facility can handle.

6.0 TIMELINESS OF IMPROVEMENTS & COSTS

The recommendations of improvements have been categorized based upon priority. The improvements were broken down into immediate needs and moderate needs. Because the entire system was not inspected, it was assumed that where problems were found, the same type of problems could exist throughout the system. These assumptions are reflected in the cost estimates. The majority of the work required is very specific to a certain aspect of the sewer system; therefore it was somewhat difficult to determine an accurate cost. The best way to determine costs is to have a contractor provide an actual cost estimate. The costs provided can be used for general budgeting purposes. It should be noted that a generator was not included in the costs because it was reported that a generator that is owned by the water company could be used if required.

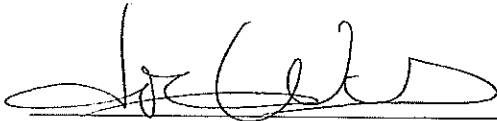
6.1 Immediate Needs

The system's immediate needs should be completed in the next year. The immediate needs include replacing all of the existing manholes that accept flows from a force main. As mentioned, it was assumed that all of the manholes that receive flows from force mains will need replaced. Also it was assumed that the next two (2) manholes downstream of the receiving manhole be epoxy coated because of the harmful gasses, but should be examined to determine if this is necessary. The immediate needs also include having two (2) working pumps in each lift station. Because the Golf Course and Motel Lift Stations, as well as Lift Stations 5B-1 and 5B-2 each have only a single working pump, the immediate needs include an additional pump for each of these. Also, it is beyond the scope of this report to determine if any of the lift stations can utilize the same size pumps therefore it was assumed that none of the lift stations will have the same size pumps and therefore each lift station will be required to have its own backup pump.

**VERIFICATION OF PROPERTY OWNER REGARDING SUFFICIENCY OF
PETITION FOR ESTABLISHMENT OF CONCHO WASTEWATER
IMPROVEMENT DISTRICT**

STATE OF ARIZONA)
) ss.
COUNTY OF APACHE)

I, the undersigned, declare: that the facts stated in the foregoing petition are true; that the people or entities identified in Exhibit A of the petition are the owners of the real estate within the boundaries of the proposed Concho Wastewater Improvement District ("District"); that the people executing the petition were competent to sign the foregoing petition on their own behalf or were duly authorized to sign the foregoing petition with regard to the real estate within the proposed District; and that I have examined attached copies of the petition and hereby verify that the signatures thereto are, to the best of my knowledge, the genuine signatures of the owners of land, or their authorized representatives, within the District.



Jenni Wicks

Date: 4/18/13

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

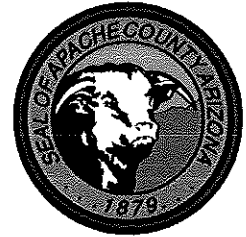
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DELWIN P. WENGERT, MANAGER-CLERK
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APACHE COUNTY
RESOLUTION FOR THE ADOPTION OF THE BUDGET
FISCAL YEAR 2013-2014

RESOLUTION NO 2013-_____

WHEREAS, in accordance with the provisions of Title 42 Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on July 9, 2013, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Apache County, and

WHEREAS, in accordance with said sections of said title, and following due public notice, the Board met on August 5, 2013, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies, and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Board would meet on August 5, 2013, at the office of the Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates, and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. §42-17051(A),

THEREFORE BE IT RESOLVED, that said estimates of revenues and expenditures/expenses shown on the accompanying schedules as now increased, reduced or changed by and the same are hereby adopted as the budget of Apache County for the fiscal year 2013-2014.

Passed and adopted by the Board of Supervisors of Apache County, this 5th day of August, 2013.

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

ATTEST:

Delwin Wengert
Clerk, Board of Supervisors

Notice

392	571 Flood Control	382,379		150,000	382,000
000	888 Special Roads	126,000			126,000
520	Department Total	10,860,844	\$	7,581,352	9,402,697
650					
600	HEALTH SERVICES:				
343	212 Public Health District	2,614,551	\$	2,114,551	2,795,942
721	Department Total	2,614,551	\$	2,114,551	2,795,942
	INDIGENT HEALTH				
752	100 General Fund	1,073,500	\$	884,156	1,078,500
500	Department Total	1,073,500	\$	884,156	1,078,500
000					
030	COUNTY LIBRARY:				
000	202 Library District	2,414,979	\$	1,533,799	2,319,393
333	580 Debt Service, Library Bond	705,825	\$	705,825	713,000
615	Department Total	3,120,804	\$	2,239,624	3,032,393
	SCHOOL SUPERINTENDENT:				
782	100 General Fund	320,982	\$	281,356	329,925
000	211 Schools Indirect Costs	25,500	\$		
000	Department Total	346,482	\$	281,356	329,925
000					
915	TOTAL DEPARTMENTAL EXPENDITURE	51,492,813	\$	35,608,854	51,171,362

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

SCHEDULE F Compensation

Costs	Healthcare Costs 2014	Other Benefit Costs 2014	Total Estimated Personnel Compensation 2014
69,736	\$ 1,358,786	\$ 825,854	\$ 9,886,294
72,360	\$ 201,000	\$ 72,140	\$ 1,036,500
90,196	597,354	430,210	4,080,119
21,396	234,141	99,166	1,523,322
23,148	12,000	18,850	146,506
2,005	6,048	2,708	45,261
29,912	45,024	21,487	361,135
1,556	3,024	1,106	19,452
8,253	18,144	6,455	117,237
1,369	32,000	27,300	177,824
6,594	7,238	4,730	
	17,624	117,246	204,437
3,265	6,048	2,303	40,510
5,723	58,203	41,078	299,928
6,336	6,030	5,450	73,884
2,903	12,060	6,729	65,988
		18,503	18,503
9,415	55,473	39,706	314,442
23,609	17,824	20,486	143,433
3,902	6,220	2,798	
4,102	6,030	3,529	49,963
1,887	5,178	1,330	25,094
2,177	10,320	6,445	
2,530	5,914	2,177	
	3,015	4,663	
7,600	29,048	8,355	144,003

The Apache County Board of Supervisors will hold a Public Hearing on August 5, 2013 at 8:30 in the Board of Supervisors meeting room, 75 West Cleveland Street in St. Johns for consideration and possible approval of the 2013-2014 Final Budget. A copy of the proposed budget may be viewed in the County Manager's Office, 75 West Cleveland Street, Monday through Friday, 6:30 a.m. to 5:30 p.m. or on the website at www.co.apache.az.us

Published in the *White Mountain Independent* July 19, July 26, 2013
WMI 7691, A, 2x, 7/19, 7/26/13e

**TRUTH IN TAXATION HEARING
NOTICE OF TAX INCREASE**
In compliance with section 42-17107, Arizona Revised Statutes, Apache County is notifying its property taxpayers of Apache County's intention to raise its primary property taxes over last year's level. Apache County is proposing an increase in primary property taxes of \$139,317 or 6.12%. For example, the proposed tax increase will cause Apache County's primary property tax on a \$100,000 home to increase from \$43.28 to \$45.93. This proposed increase is exclusive of increase in primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides. All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held 8:30 a.m., August 5, 2013 in the Apache County Board of Supervisors meeting room, County Annex building, 75 West Cleveland St. Johns, Arizona.

Published in the *White Mountain Independent* July 19, July 26, 2013
WMI 7692, A, 2x, 7/19, 7/26/13e

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING

July 9, 2013
St. Johns, Arizona

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

Chairman White called to order the Special Apache County Board of Supervisors meeting at 8:34 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Recorder Lenora Fulton, requested approval to hire a full time temporary Project Coordinator for 1 year at the salary range 35, starting salary of \$30,099 plus the total ERE's for 1 year of \$5,849 for a total of 1 year salary of \$35,948. **Mr. Weller stated that he only supports this because it is a temporary position; that he does not believe we have the funding to fund this long term and moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert, on behalf of District I, requested approval to convert the currently vacant Custodian/Groundsworker (range 18) to a Secretary (range 20) and fill the vacancy. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Mr. Wengert presented the public hearing for approval of the 2013- 2014 Apache County Tentative Budget. **Mr. Shirley moved approval.** Mr. Weller stated that he would not support raising the taxes on the citizens of this county. **Mr. White seconded the motion.** Chairman White called for anyone wanting to address the Board during the public hearing. Hearing none, motion passed 2-1 with Mr. Weller voting nay.

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

Approved this 5th day of August, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL TELEPHONIC MEETING
July 16, 2013
St. Johns, Arizona

Present were: Assistant Clerk of the Board Beth Bond and County Attorney Michael Whiting. Participating via the telephone were Chairman Tom M. White, Vice Chairman Barry Weller and Supervisor Joe Shirley, Jr.

Chairman White called to order the Apache County Board of Supervisors special meeting and the at 5:02 p.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Mr. Wengert presented the item for discussion and possible and appointment of a Citizens Panel established pursuant to A.R.S. 41-1202, the purpose of which being to propose the names of three qualified electors of Apache County from which the Board of Supervisors will select an appointee to fill the State Senator position recently vacated by the resignation of Senator Jack Jackson, Jr.

A discussion was held regarding the number of members to serve on the panel.

Mr. Weller moved to approve a 3 member panel and that all three should be democrats, seconded by Mr. Shirley. Vote was unanimous.

Mr. Shirley moved to have Patrick Sandoval service on the panel for District I, seconded by Mr. Weller. Vote was unanimous. Mr. Weller moved to approve Edison Wauneka to serve on the nomination committee for District III, seconded by Mr. Shirley. Vote was unanimous. Mr. White moved to approve Currin Hannah to service on the panel for District II. Mr. Weller seconded the motion. Vote was unanimous.

Mr. Wengert stated that the panel has 7 days to submit 3 names to the Board for consideration. Mr. White stated that each Board member will contact there representative and have them get in touch with Beth Bond to coordinate their meetings. Mr. Wengert stated that once the panel submits their candidates, the Board has 5 days to meet to select a replacement. Mr. Whiting stated that the panel has until July 25, 2013 to submit their selections and he will send out a memo outlining the requirements and procedures of the nomination committee for the Board and the panel.

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

Approved this 5th day of August, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

July 16, 2013

St. Johns, Arizona

Present were: Chairman Tom M. White, County Manager/Clerk of the Board Delwin Wengert and County Attorney Michael Whiting. Vice Chairman Barry Weller participated via the telephone. Supervisor Joe Shirley, Jr. was in route to the meeting.

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

Commander Michael Cirivello gave the invocation.

Ferrin Crosby led the Pledge of Allegiance.

Chairman White called for the Library District items.

Judith Pepple, Library Director, requested approval of Fiscal Year 2013-2014 to continue to dispose of books that have been donated to or withdrawn from library collections by offering them or sale at each of our library facilities. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Judith Pepple, Library Director, requested approval for Fiscal Year 2013-2014 to make available to other libraries, local schools, senior centers, Boys and Girls Clubs and prisons discarded library materials and gift materials which are out of scope for collections. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Mr. Shirley arrived at the meeting.

Judith Pepple, Library Director, requested approval for Fiscal Year 2013-2014 to dispose of books, magazines and newspapers that have been donated to or withdrawn from our collections, but which have not sold in the course of three months, by delivering them to Better World Books for sale. Ms. Pepple stated that all proceeds will benefit the children's summer reading program. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Judith Pepple, Library Director, requested approval to authorize Judith Pepple or other library district employees, blanket authority for Fiscal Year 2013-2014 to accept donations to our libraries in amounts up to \$1,000. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller asked how Ms. Pepple records or cross checks donations as different people receive the donations in the library. Ms. Pepple stated that as funds or donations come in they are recorded in the financial logs and also recorded in the New World Software data base. Ms. Pepple stated that there is an element of trust with her staff and she has established procedures and she trusts her employees to report correctly. Vote was unanimous.

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

Chairman White called for the regular agenda items.

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

Mr. Wengert presented the Consent Items A-E County Manager/Clerk of the Board: A. Request approval of minutes dated July 2, 2013. B. Request approval of demands dated July 2, to July 16, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount LOWES HOME CENTERS INC 2,064.97 APACHE COUNTY MEDICAL 141,962.00 APACHE COUNTY TAX WITHHOLDING 128,816.24 AZ STATE RETIREMENT SYSTEM 79,250.17 COLONIAL LIFE AND ACCIDENT INS 1,314.78 CORRECTIONS OFFICER RET PLAN 7,974.15 CORRECTIONS OFFICER RETIREMENT PLAN 520 3,721.23 MERITAIN HEALTH FLEXIBLE SPENDING 1,299.13 MUTUAL OF OMAHA 1,157.44 NATIONWIDE 1,515.00 PUBLIC SAFETY PERSONNEL 401 12,197.32 PUBLIC SAFETY SHERIFF RET 26,245.03 ECURITY BENEFIT GROUP 1,796.00 SUPPORT PAYMENT CLEARINGHOUSE 2,755.30 DELL COMPUTER CORPORATION 5,632.70 TRINITY SERVICES GROUP INC 14,851.46 ASHLEY, HERSHEL E 1,500.00 BANNER GOOD SAMARITAN MEDICAL CENTER 6,741.25 BRADCO 25,925.64 CHEVRON USA INC 1,249.39 CONCO CONCRETE SPECIALISTS LLC 105,999.00 DICK, ERNEST W 3,855.00 EMPIRE MACHINERY 3,163.51 FRONTIER 2,695.65 FX TACTICAL LLC 1,707.98 GALLUP LUMBER & SUPPLY 3,076.07 LAWSON PRODUCTS INC 1,196.30 MERRILL BITS PLUS LLC 5,000.00 OFFICE DEPOT 1,962.46 QUILL CORP 5,364.90 SERENITY CEMETERIES VI LLC 5,595.00 STAPLES CREDIT PLAN 2,565.20 VALLEY AUTO PARTS 1,040.36 VEHICLE LIGHTING SOLUTIONS INC 2,047.77 WORLD OF TRAVEL 4,162.80 XEROX CORP 10,708.00 YOUNGS FUTURE TIRE 1,205.58 AZ ASSN OF COUNTIES 11,941.50 AZ COUNTIES INSURANCE POOL 458,696.00 BEGAY, MARLEITA 1,607.04 BROWN, DEVIN R 2,100.00 GOSERCO, INC. 3,505.28 OSBORN, JOSHUA DEON 1,374.45 MALE, JENNIFER TALLEY 1,360.16 WHITING, GARRET LEE 2,100.00 BILTMORE EVALUATION & TREATMENT SERVICES 2,100.00 BRADCO 22,788.83 EASTMAN, J DICK 2,592.00 FLYNN, LARRY A 20,400.00 FOSTER ELECTRIC MOTOR SERVICE INC 1,043.16 FRONTIER 1,162.05 GALLUP LUMBER & SUPPLY 2,732.30 GMCO CORPORATION 11,062.78 GOLIGHTLY TIRE 1,725.74 KUYUMJIAN, GREGORY A 9,000.00 LAW OFFICE OF MICHAEL S PENROD PLC 1,672.00 NAVOPACHE ELECTRIC COOPERATIVE 7,770.45 PATTERSON II, GL 1,056.00 QUILL CORP 3,359.40 ROTHKOPF, JAMES PAUL 3,375.00 SCHIFF, LAURENCE 1,100.00 SOURCECORP 1,240.36 ST JOHNS CITY 2,101.58 VERITAS RESEARCH CONSULTING 2,878.80 WOODLAND BUILDING CENTER 3,597.97 ARVISO, KIRK 1,061.99 AZ COUNTIES INSURANCE POOL 5,178.00 AZ NARCOTICS OFFICERS ASSN 2,100.00 COESTER, NEVA MARIE 1,710.00 HILLYARD INC 2,085.90 LATHAM, MICHAEL 1,800.00 NICHOLSON, JULIE ANN 1,517.60 ORONA, MONICA G 1,517.60 SLADE, EDWARD SETH 1,498.60 SUN RIDGE SYSTEMS, INC 17,677.00 SYSTEM EXCHANGE CORPORATION 4,625.00 THE AARONS COMPANY LLC 3,000.00 TJP COMMUNICATIONS 1,517.45 WELLS FARGO BANK 1,629.66 WENGERT, DELWIN

1,181.92 WHITE, TOM M Junior 2,026.02 APACHE COUNTY TAX WITHHOLDING 5,747.11 ALLEGRA 2,140.00 JENNINGS, RICHARD ALTHEUS 2,070.00 TRACKER SOFTWARE CORP. 2,838.00 OKLAHOMA STATE BANK 30,091.31 **Personnel Items:** C. District II: Request authorization to hire a temporary Road Maintenance Worker II, not to exceed 90 days. D. Round Valley Justice Court: Request authorization to remove Terry Busby from probation with a 2.5% end of probation increase, effective July 1, 2013. E. District I: Request authorization to remove Thomas C. Tso from probationary status effective July 22, 2013 with the 2.5% end of probation increase. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Mr. Wengert presented the request for approval to hire a Board of Equalization Hearing Officer and approval of a two (2) year contract and requested Chuck Johnson be hired to fill the contract position. Mr. Wengert stated that the Board instructed him to go out and advertise for the position and that was done and only one applicant submitted his resume and that was Chuck Johnson and recommended approval of Mr. Johnson. **Mr. Shirley moved approval, seconded by Mr. White.** Mr. Weller asked how broadly the advertisement was conducted. Mr. Wengert stated that it ran in the White Mountain Independent. Elaine Salmi, a resident of the county expressed her opposition to the hiring of Mr. Johnson based on the county purchasing policy and hiring a contracted hearing officer would be a conflict of interest for the County. Mr. Weller stated that he appreciates Ms. Salmi's comments and he will not be voting to approve because he believes a broader search for qualified applicants should be conducted and if approved today, it should only be for a short time while we search for other competition. Motion passed 2-1 with Mr. Weller voting nay.

Commander Michael Cirivello requested approval of a resolution lifting the State of Emergency and Emergency Fire restrictions previously imposed by the Board of Supervisors. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

RESOLUTION NUMBER: 2013-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA,
LIFTING THE STATE OF EMERGENCY AND EMERGENCY FIRE RESTRICTIONS
PREVIOUSLY IMPOSED BY THE BOARD IN RESOLUTION #2013-08 & 2013-09

WHEREAS, the Apache County Board of Supervisors previously imposed emergency fire restrictions by Resolution #2013-09 adopted June 13, 2013; and

WHEREAS, the Apache County Board of Supervisors previously declared a State of Emergency for fire conditions by Resolution #2013-08 adopted June 13, 2013

WHEREAS, the conditions that warranted enactment of the emergency fire restrictions and the state of emergency are no longer present and do not present the same severity of risk to Apache County natural resources, people, and economic activity; and

WHEREAS, the emergency fire restrictions enacted in Resolution #2013-09 can only be lifted by subsequent resolution of the Apache County Board of Supervisors; and

WHEREAS, the Board of Supervisors of Apache County now desire to lift the fire restrictions previously imposed upon all of the unincorporated areas of Apache County not under the jurisdiction of federally recognized Indian Tribes and other federal and state managed lands;

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

That the fire restrictions imposed by Resolution #2013-09 approved on June 13, 2013 are hereby lifted and such resolution and accompanying restrictions shall have no effect in Apache County.

That the state of emergency imposed by Resolution #2013-08 approved on June 13, 2013 is hereby terminated.

PASSED AND ADOPTED by the Board of the County of Apache, Arizona, this 16th day of July, 2013.

/s/ Tom M. White, Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
/s/ Delwin Wengert
CLERK OF THE BOARD

Mr. Wengert, on behalf of District III, requested approval of Amendment #1 to the 2013 Work and Financial Plan between Apache County and the USDA Animal and Plant Health Inspection Service Wildlife Services in the amount of \$39,976. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval of the Ganado Sublease for the Ganado Road Yard. Mr. White stated that this is an agreement to rent an old unused building to the Navajo Nation Police for a substation. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Chuck Moter, Probation Services Director, requested approval to provide \$3,503.00 in matching funds for an ongoing Drug, Gang and Violent Crime Control Program (DEA) Grant. The State of Arizona will disburse \$4,011.00 in monies for a total of \$17,514.00. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Malena Bazarro, Grant Manager, requested approval of Environmental Review Record for the Apache County Fairgrounds CDBG Project, Arizona Department of Housing Contract 130-13. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarro, Grants Manager, requested approval of Environmental Review Record for the Saint John's Senior Center CDBG Project, AZ Department of Housing Contract 113-13. Mr. Weller moved approval, seconded by Mr. Shirley. Vote was unanimous.

Marleita Begay, County Treasurer requested approval to modify the job description of the Chief Deputy County Treasurer. **Mr. Weller moved not to approve the item. Hearing no second, the motion failed for lack of a second. Mr. Shirley moved to approve, seconded by Mr. White.** Mr. Weller expressed his concern with the requested change of the educational requirement of an accounting degree for the chief deputy and to approve that change would be irresponsible on his part. A discussion was held between Treasurer Begay and the Board regarding the position. Mr. White expressed his concern with the position needing someone with a degree. Lenora Fulton, County Recorder stated that as elected officials they are elected to use their best judgment and feels that the elected officials should have a chief deputy that is their right hand and asked the Board to support the treasurer's request. Mr. Shirley asked for Mr. White's reconsideration on this issue, that this is a political position and at- will and is the right hand to the elected official. Mr. Weller expressed his concern with needing someone in that office that can be beneficial to the financial issues that are needed and paired with the recent problems that the County has had in that office, requested that an accounting degree be required for that position. Ms. Begay stated that in her opinion, to require an accounting degree is kind of discriminating against the position and there are people in other departments who she has worked with who have the experience but don't have the degree and she wants people who live in Apache County to be able to work here. Ms. Begay stated that it is costly to get a degree and there are people who want to advance themselves but because of the economy they are not able to acquire their degree. Mr. White asked Ms. Begay how much time she is spending in the Treasurer's Office. Ms. Begay responded 3-4 times a week. Mr. White stated that he is nervous based on the issues that happened in the Treasurer's Office with the prior treasurer and he believes the treasurer needs to spend time in their office to oversee the finances but will reconsider his opposition to the job description change. **Mr. White confirmed his second to Mr. Shirley's motion.** Motion passed 2-1 with Mr. Weller voting nay.

Treasurer Marleita Begay requested authorization to enter into an Independent Contract with Marc Platt to perform various duties including: investment management, banking activities, cash management and audit compliance. Mr. Weller and County Attorney Michael Whiting held a discussion regarding the travel portion of the contract. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

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

Approved this 5th day of August, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

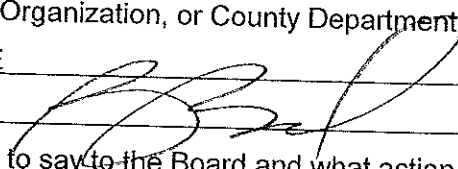
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature:



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

APPROVAL OF DEMANDS

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, organization, or county department)

Apache County Probation Services

Date/Signature:

7/10/13 Charles B. [Signature]

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

Probation Services requests authorization to release Valerie Briscoe-George from probationary status effective 07/18/13, with the standard 2.5% increase.

Date & Time Needed:

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resource Other _____

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued to: _____

Signature, Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, organization, or county department)

Apache County Probation Services

Date/Signature: 7/10/13 Charles B. [Signature]

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

Probation Services requests authorization to release Barbara Vasquez from probationary status effective 06/19/13, with the standard 2.5% increase.

Date & Time Needed:

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resource Other _____

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued to: _____

Signature, Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, organization, or county department)

Apache County Probation Services

Date/Signature:

7/11/13 Charles B. [Signature]

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

Requesting authorization to remove Dr. Scott Hamblin from probationary status effective May 5th and removing Efren Solis from probationary status effective July 8, 2013, with the appropriate 2.5% end of probation increase.

Date & Time Needed: June 21, 2011

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resource Other _____

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued to: _____

Signature, Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Superior Court

Date/Signature: 7-16-13 Patty Smith

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

Request authorization to pay the accumulated sick leave for Diana Ryan as outlined in Human Resources Policy Section 3.25.

08-05-13

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: [Signature]

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Community Development Department

Date: 7/15/2013 Signature:



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

Consider and possibly approve a Conditional Use Permit for Diana Turner to place a 2nd residence on Cedar Ridge Ranch, Unit 1, Lot 4. Property is located north of St. Johns, AZ 204-52-004

Date and/or Time Needed: 8/05/2013 Consent Agenda

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature of Clerk of the Board: _____

APACHE COUNTY, ARIZONA CONDITIONAL USE PERMIT APPLICATION

Owner/Applicant name: Diana Turner

Address: PO Box 3090, St. Johns, AZ 85936

Telephone: 928-337-9273

- Description of "Conditional Use(s)" allow Diana Turner to place a 2nd residence on Cedar Ridge Ranch, Unit 1, Lot 4. Property is located north of St. Johns, AZ. 204-52-004

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

Assessor's Parcel Number: 205-79-089

Legal description or location of applicable property: **Sec 15 T17N R 28E**

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

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

Date: 7/11/2013

Commission Action: Approved with condition

Comments: The property cannot be used as a rental property.

The owner must install a separate septic system

Planning & Zoning Commission Signature: [Signature] Date: 7/11/13

Board of Supervisors Action: _____

Date: _____

Date: _____

County Supervisor

ATTEST: _____

County Clerk

Date: _____



RECEIVED
 JUN 10 2013

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Diana J Turner
 Mailing Address PO Box 3090
St Johns
Az 85936
 Contact Person Diana Turner
 Phone 337-9273 Fax none
 Email none

SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner in the Planning and Zoning Division.
- Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners within 300 feet of subject property.
- Seventeen copies of all plans and drawings.
- Map to property.
- A non-refundable filing fee.
- All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

PROPERTY INFORMATION

Assessor's Parcel # 204-52-004-5
 Township 14N Range 25E Section 14
 Subdivision Cedar Ridge Ranch I
 Unit # _____ Lot # 4
 Address/Location 27 N 9096
Concho, AZ 85924

Existing Zoning _____
 Existing Land Use home-barn
 Lot Size 37 acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
want to put guest home

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

Diana J Turner Date 6-10-13

Signature of Property Owner (if not the applicant)

 Date _____

RECEIVED
 JUN 10 2013

BY: [Signature]

Temporary Use: _____ Yes _____ No

OFFICE USE ONLY	
Received By <u>[Signature]</u>	Date <u>6/10/13</u>
Receipt # <u>226333</u>	Fee <u>300</u>
Permit # <u>2013-00000861</u>	
Related Cases _____	
Appeal Filed By _____	Date _____
Receipt # _____	Fee _____

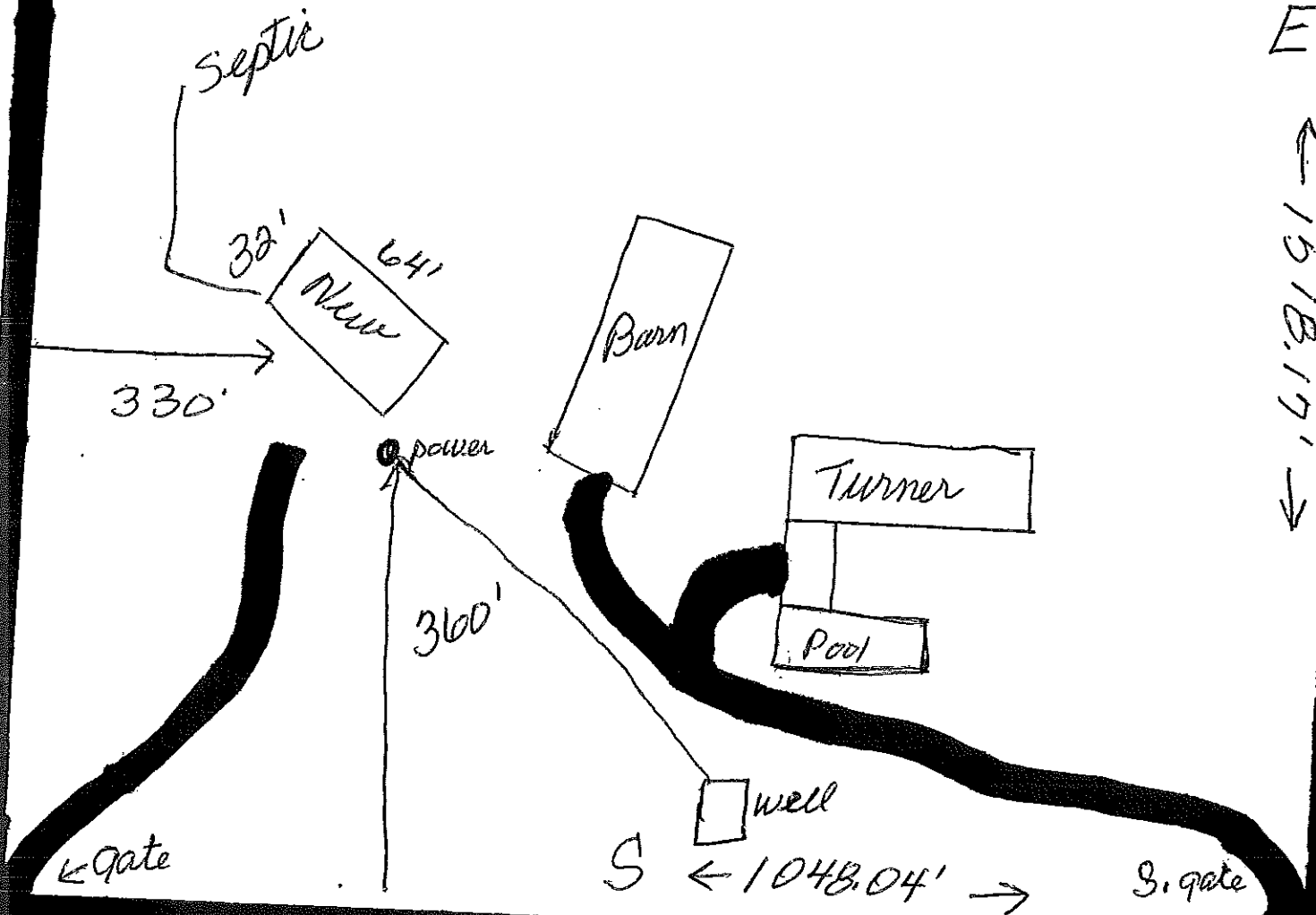
COMMISSION ACTION	
Approved with Conditions (see attachments)	Denied
Resolution # _____	Date _____
BOARD ACTION	
Approved with Conditions (see attachments)	Denied
Ordinance # _____	Date _____

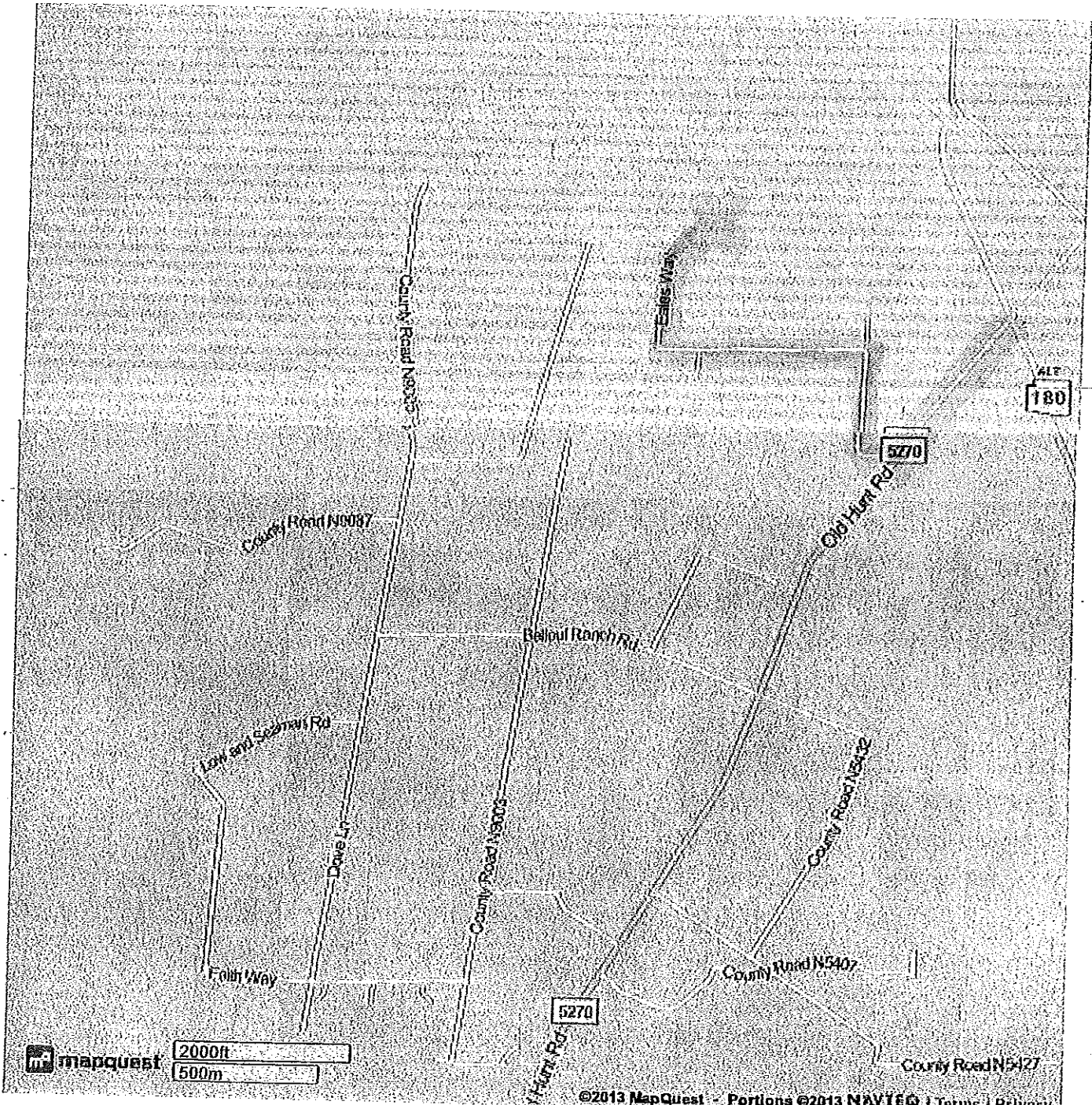
07/01/2005

N ← 877.20' →

↙ ← 1472.15' →

E ← 1518.17' →





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BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Community Development Department

Date: 7/15/2013 Signature:



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

Consider and possibly approve a Conditional Use Permit for CellularOne Communications to build a 180' self supporting telecommunications tower near Lyman Lake. Property is located near St. Johns, AZ 108-37-027

Date and/or Time Needed: _8/05/2013 Consent Agenda

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

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

BOARD ACTION TAKEN

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

_____ **Signature of Clerk of the Board:** _____

APACHE COUNTY, ARIZONA CONDITIONAL USE PERMIT APPLICATION

Owner/Applicant name: CellularOne Communications

Address: PO Box 44817, Rio Rancho, NM 87174

Telephone: 602-330-5150

- Description of "Conditional Use(s)" CellularOne Communications to build a 180' self supporting telecommunications tower near Lyman Lake. Property is located near St. Johns, AZ. 108-37-027.

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

Assessor's Parcel Number: 108-37-027

Legal description or location of applicable property: Sec 35 T11N R 28E

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

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

Date: 7/11/2013

Commission Action: Approved

Comments: If the tower becomes unusable at any time it must be removed

Date: 7/11/13

Planning & Zoning Commission Signature: [Signature]

Board of Supervisors Action: _____

Date: _____

County Supervisor

Date: _____

ATTEST: _____

County Clerk

Date: _____





CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Sean Milks
 Mailing Address 1015 Cottonwood place
Albuquerque, NM 87107
 Contact Person Sean Milks
 Phone 602-330-5150 Fax _____
 Email SEAN@Thef56.com

PROPERTY INFORMATION

Assessor's Parcel # 108-37-027
 Township 11 Range 28 Section 35
 Subdivision N/A
 Unit # N/A Lot # N/A
 Address/Location County Road 4365
Saint Johns, AZ 85936
 Existing Zoning N/A
 Existing Land Use 9600 - County Vacant Land
 Lot Size ~~4000~~ 2683.48

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

A new 180' self support tower
for cellular one communications.
The proposed tower could
accommodate additional wireless
carriers.

Temporary Use: Yes No

OFFICE USE ONLY

Received By _____ Date _____
 Receipt # _____ Fee _____
 Permit # _____
 Related Cases _____
 Appeal Filed By _____ Date _____
 Receipt # _____ Fee _____

SUBMITTAL CHECKLIST

Pre-application meeting with a staff planner in the Planning and Zoning Division.

Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)

Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners within 300 feet of subject property. Seventeen copies of all plans and drawings.

Map to property.

A non-refundable filing fee.

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

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

[Signature] Date 5-9-13

Signature of Property Owner (if not the applicant)

_____ Date _____

COMMISSION ACTION

Approved with Conditions (see attachments) Denied
 Resolution # _____ Date _____

BOARD ACTION

Approved with Conditions (see attachments) Denied
 Ordinance # _____ Date _____

FLAGSHIP GROUP INC.,

PO Box 44817

Rio Rancho, NEW MEXICO 87174

(602) 330-5150

(505) 994-4172 FAX

May 9, 2013

Apache CO Board of Supervisors

PO Box 428

Saint Johns, Arizona 85936

Dear Land owner,

Pursuant to the Apache County Zoning Ordinance, our client Cellular One would like to inform you that they are proposing an wireless telecommunication facility. The design is a 180 ft structure.

The specifics of the project are as follows:

- The location of the proposed facility is County Road 4365 Saint Johns, Arizona 85936
- The 180 foot self support tower is a telecommunication facility is being proposed to expand the Cellular One wireless coverage in the area.
- The proposed facility will be enclosed in the middle of the 2683 lot size parcel and will be fenced within a 100 X 100 chain link fence.
- All FAA and FCC regulations will be met at this facility. No harmful emissions will be emitted. This is an unmanned facility, requiring maintenance only when needed.

If you have any questions or concerns, please feel free to contact me at any time using the above phone number. My personal e-mail address is Sean@TheFSG.com

Sincerely,



Sean Milks
Project Director
Flagship Group, Inc.

FLAGSHIP GROUP INC.,

PO Box 44817

Rio Rancho, NEW MEXICO 87174

(602) 330-5150

(505) 994-4172 FAX

May 9, 2013

Apache County Board of Supervisors (Example for Citizen Participation plan)

PO Box 428

St. John's, Arizona 85936

Dear Land owner,

Pursuant to the Apache County Zoning Ordinance, our client Cellular One would like to inform you that they are proposing an wireless telecommunication facility. The design is a 180 ft structure.

The specifics of the project are as follows:

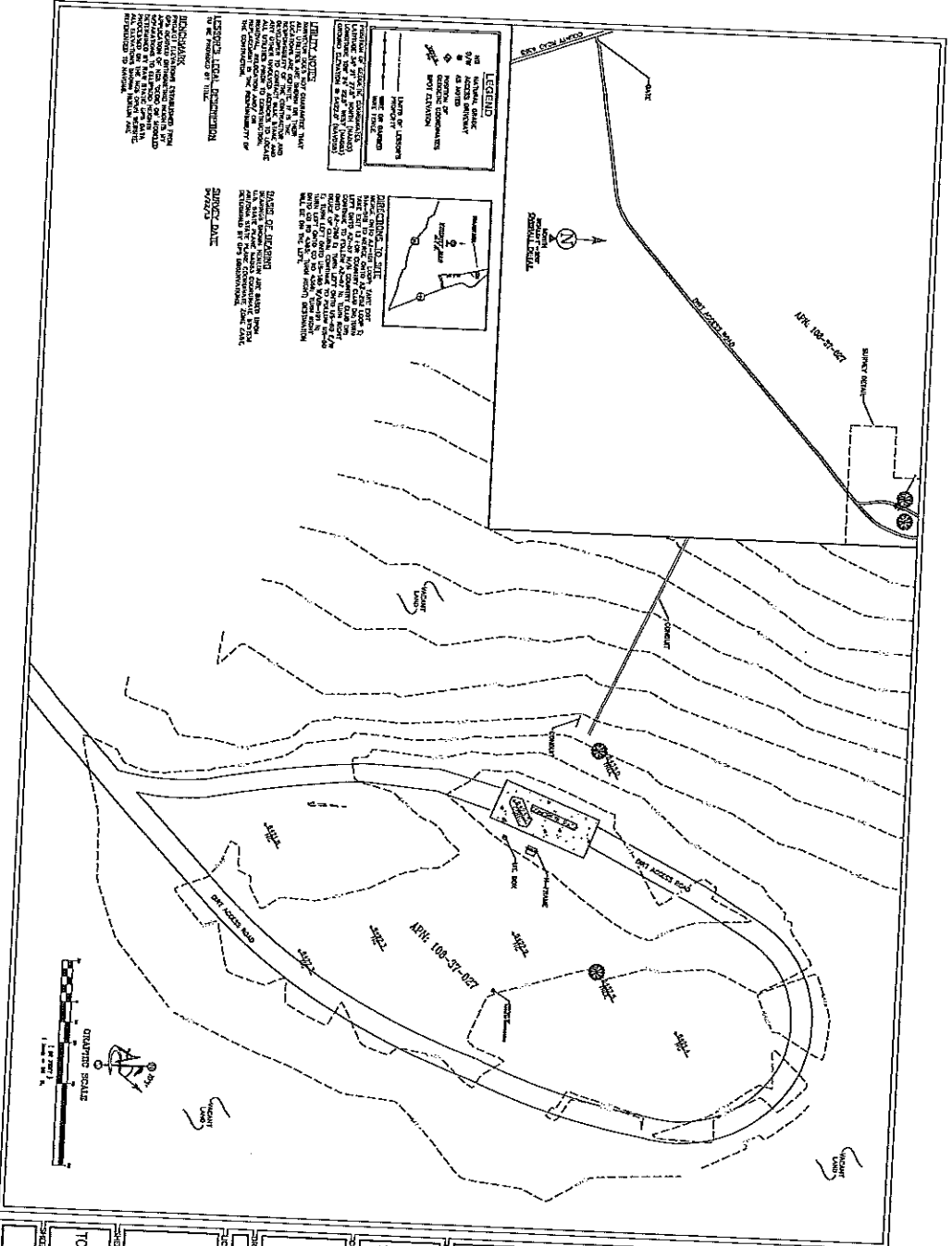
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- All FAA and FCC regulations will be met at this facility. No harmful emissions will be emitted. This is an unmanned facility, requiring maintenance only when needed.

If you have any questions or concerns, please feel free to contact me at any time using the above phone number. My personal e-mail address is Sean@TheFSG.com

Sincerely,



Sean Milks
Project Director
Flagship Group, Inc.



AMERICAN TOWER

PROJECT INFORMATION
 LYMAN LAKE
 AZV020104
 PROJECT DATE: 04/23/2013

DATE: 04/23/2013

PROJECT NUMBER: LS-1

Ambit

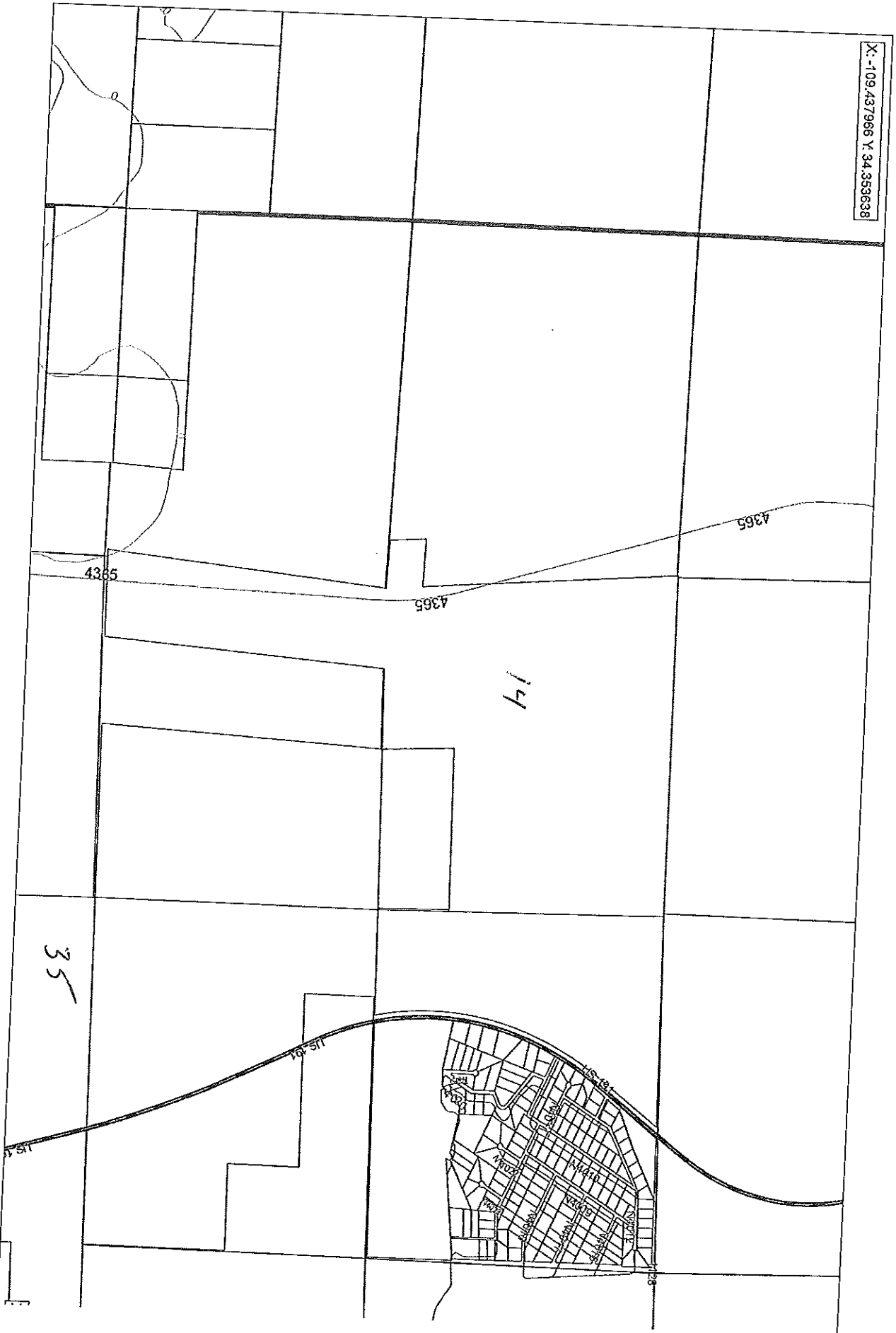
1:1800 VERTICAL SCALE
 1:2400 HORIZONTAL SCALE

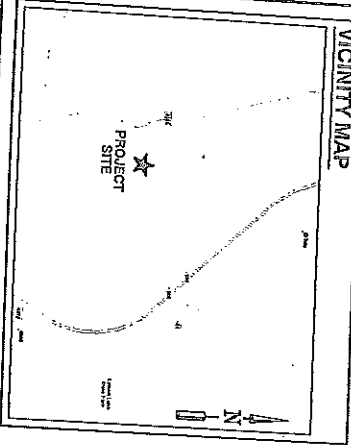
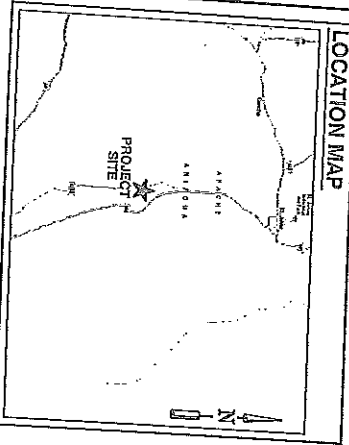
DATE: 04/23/2013

PROJECT NUMBER: LS-1

TOPOGRAPHIC SURVEY

X: -109.437966 Y: 34.353638





DRIVE DIRECTIONS
 TAKE ONTO AZ-101 LOOP TAKE EXIT 51A-51B TO MERGE ONTO AZ-200/202 TAKE EXIT 13 FOR COUNTRY CLUB DR/TURN LEFT AZ-87 N. TURN RIGHT ONTO CLUB DR. CONTINUE TO FOLLOW E/W BEHIND OF CLUBS. CONTINUE TO FOLLOW TO FOLLOW LEFT ONTO US-180 W/US-181 N. TURN LEFT ONTO US-60 W/US-61 N. TURN RIGHT ONTO RD 4385. TURN RIGHT DESTINATION WILL BE ON THE LEFT.

DEPARTMENT	NAME/SIGNATURE	DATE
LAND / TOWER OWNER		
SITE ACQUISITION AGENT		
ZONING/PERMITTING AGENT		
AGENT MANAGER		
CONSTRUCTION MANAGERS		
RF ENGINEER		

SITE NAME:
LYMAN LAKE AZ

SITE NUMBER:
AZAP0200 (ATC 280688)

PROJECT DESCRIPTION:
PROPOSED 180 FT. SELF SUPPORT TOWER

AMERICAN TOWER CORPORATION

1898 LELAND DRIVE
 SUITE A
 MARIETTA, GA 30067

CARRIER:



PREPARED BY:



RF CONFIGURATION SUMMARY TABLE

ANTENNAS / MICROWAVES	SECTOR	AZIMUTH	QTY.	MODEL	SIZE	COAX		TYPE
						QTY.	SIZE	
MICROWAVE	-	-	-	-	-	-	-	-
MICROWAVE	-	-	-	-	-	-	-	-
ANTENNA	0	3	TBD	TBD	TBD	TBD	TBD	TBD
ANTENNA	120	3	TBD	TBD	TBD	TBD	TBD	TBD
ANTENNA	240	3	TBD	TBD	TBD	TBD	TBD	TBD

PROJECT INFORMATION

SITE ADDRESS:	RD 4385, AZ 85836
SANIT OFFICE:	AZ 85836
LATITUDE:	34°21'27.51N 104°57'23.9W
LONGITUDE:	104°57'23.9W -106°40'22.78E
PARCEL ID:	NA
PARCEL SIZE:	NA
ZONING:	APN 106-37-027 PARCHIE COUNTY
JURISDICTION:	NA
PROPERTY OWNER:	NA
APPLICANT/TOWER OWNER:	AMERICAN TOWER CORPORATION 1898 LELAND DRIVE SUITE A MARIETTA, GA 30067
ENGINEER/DESIGNER:	GIVE CONSULTING, INC. 11200 WESTHEIMER ROAD, STE 800 HOUSTON, TX 77042 PHONE: 281-870-8727 FAX: 281-870-8728
CARRIER:	CELLULARONE OF NE ARIZONA 1500 SOUTH WHITE MOUNTAIN ROAD SUITE 100, AZ 85801 PHONE: 828-307-9380
OCCUPANCY:	EQUIPMENT CABINET NEW
EQUIPMENT TYPE:	NEW
CONSTRUCTION TYPE:	N/A
EQUIPMENT CABINET:	N/A
TOWER:	N/A
CELLULARONE LEASE AREA:	N/A S.F.
POWER:	NA
TELECO:	NA

DRAWING INDEX

T-1	TITLE SHEET & PROJECT INFORMATION
-	SURVEY
C-1	GENERAL NOTES
C-2	GENERAL SITE PLAN
C-3	DETAILED SITE PLAN
C-4	TOWER ELEVATION & DETAILS
C-5	FOUNDATIONS & ANCHORS
C-6	GRADING, SEDIMENT & EROSION CONTROL PLAN
C-7	GRADING, SEDIMENT & EROSION CONTROL VEGRETATION SPECS
C-8	FENCE DETAILS
C-9	AVC GENERATOR FOUNDATION DETAILS
C-10	LANDSCAPE PLAN
L-1	THREE PROTECTION / REMOVAL PLAN
L-2	LANDSCAPE PLAN
E-1	ELECTRICAL SPECS & ONE-LINE DIAGRAM
E-2	ELECTRICAL SITE PLAN
E-3	GROUNDING SITE PLAN
E-4	GROUNDING DETAILS
E-5	UTILITY FRAME DETAILS

ARIZONA

CALL BEFORE YOU DIG
 ARIZONA 811-CALL
 811
<http://www.arizona811.com/>

LYMAN LAKE AZ

TITLE SHEET & PROJECT INFORMATION

DATE: 11/10/10
 DRAWN BY: [Signature]

CELLULARONE WIRELESS COMMUNICATIONS

CELLULARONE OF NE ARIZONA
 1500 SOUTH WHITE MOUNTAIN ROAD
 SUITE 100, AZ 85801
 PHONE: 828-307-9380

AMERICAN TOWER CORPORATION

1898 LELAND DRIVE
 SUITE A
 MARIETTA, GA 30067

GIVE CONSULTING

11200 WESTHEIMER ROAD
 SUITE 800
 HOUSTON, TEXAS 77042
 PH: 281.870.8727
 FAX: 281.870.8728

GENERAL NOTES:

1. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
3. THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.
4. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
5. SITE GROUNDING SHALL COMPLY WITH AMERICAN TOWER GROUNDING STANDARDS, LATEST EDITION, WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT. THEY SHALL GOVERN. GROUNDING SHALL BE COMPLETED BEFORE ERECTION OF THE TOWER.
6. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
7. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.
8. ANY DAMAGE TO ADJACENT PROPERTY SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENTS HAVE REQUESTED THAT GROUPS OF TWO OF THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.
10. CONSTRUCTION MANAGER WILL CONFIRM FAA APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.
11. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE SPECIFICATIONS AND TOWER DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
12. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
13. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
14. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.
15. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
16. SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD.
17. FOR ITEMS THAT SHALL BE PROVIDED BY THE OWNER & INSTALLED BY THE CONTRACTOR, SEE "OWNER SUPPLIED MATERIAL LIST" INSERTED IN THIS DRAWING PACKAGE.
18. PERMITS: OBTAIN AND PAY FOR REQUIRED PERMITS, LICENSES, FEES, INSPECTIONS, ETC.
19. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
20. THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN PACKAGE.

EXCAVATION & GRADING NOTES:

1. ALL CUT AND FILL SLOPES SHALL BE 3:1 MAXIMUM.
2. ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL, AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
3. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
4. ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OF CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
5. AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
6. BACK FILL SHALL BE:
 - APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAVANNAH GRAVEL OR SOFT SHALE;
 - FREE FROM CLODS OR STONES OVER 2-1/2" MAXIMUM DIMENSIONS;
 - IN LAYERS AND COMPACTED.
7. SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTION. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPERS TO 95% OF MAXIMUM DENSITY, AT THE OPTIMUM MOISTURE CONTENT ±2% AS DETERMINED BY ASTM DESIGNATION D-998, UNLESS OTHERWISE APPROVED. SUCH BACK FILL SHALL NOT BE PLACED BEFORE 3 DAYS AFTER PLACEMENT OF CONCRETE.
8. THE FOUNDATION AREA SHALL BE GRATED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING. THE FINAL GRADE SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
9. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
10. FILL PREPARATION:
 - REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE. WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.
11. REPLACE THE EXISTING WEARING SURFACE ON AREAS WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION OPERATIONS. SURFACE SHALL BE REPLACED TO MATCH EXISTING ADJACENT SURFACING AND SHALL BE OF THE SAME THICKNESS. NEW SURFACE SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATERIAL, OF OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL RESURFACING MATERIAL AS REQUIRED. BEFORE SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
12. PROTECT EXISTING SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THIS CONTRACTOR'S OPERATIONS. DAMAGE GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
13. DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED / REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
14. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
15. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
16. RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRAGILE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCE.

LEGEND:

- x — x — x — FENCE
- 550 — CONTOUR LINE
- — — — — PROPERTY LINE / ROW
- · · · · · LEASE AREA
- · · · · · EASEMENT
- DISCONNECT SWITCH
- METER
- CIRCUIT BREAKER
- ⊗ CODED NOTE NUMBER
- ⊙ CHEMICAL GROUND ROD
- ⊙ GROUND ROD
- ⊙ GROUND ROD WITH INSPECTION SLEEVE
- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION
- ○ — ○ — ○ — GROUND WIRE

11200 WESTHEIMER
SUITE 100
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728



AMERICAN TOWER CORPORATION
SUITE 100
1593 LELAND DRIVE
MARETTA, PA 15467

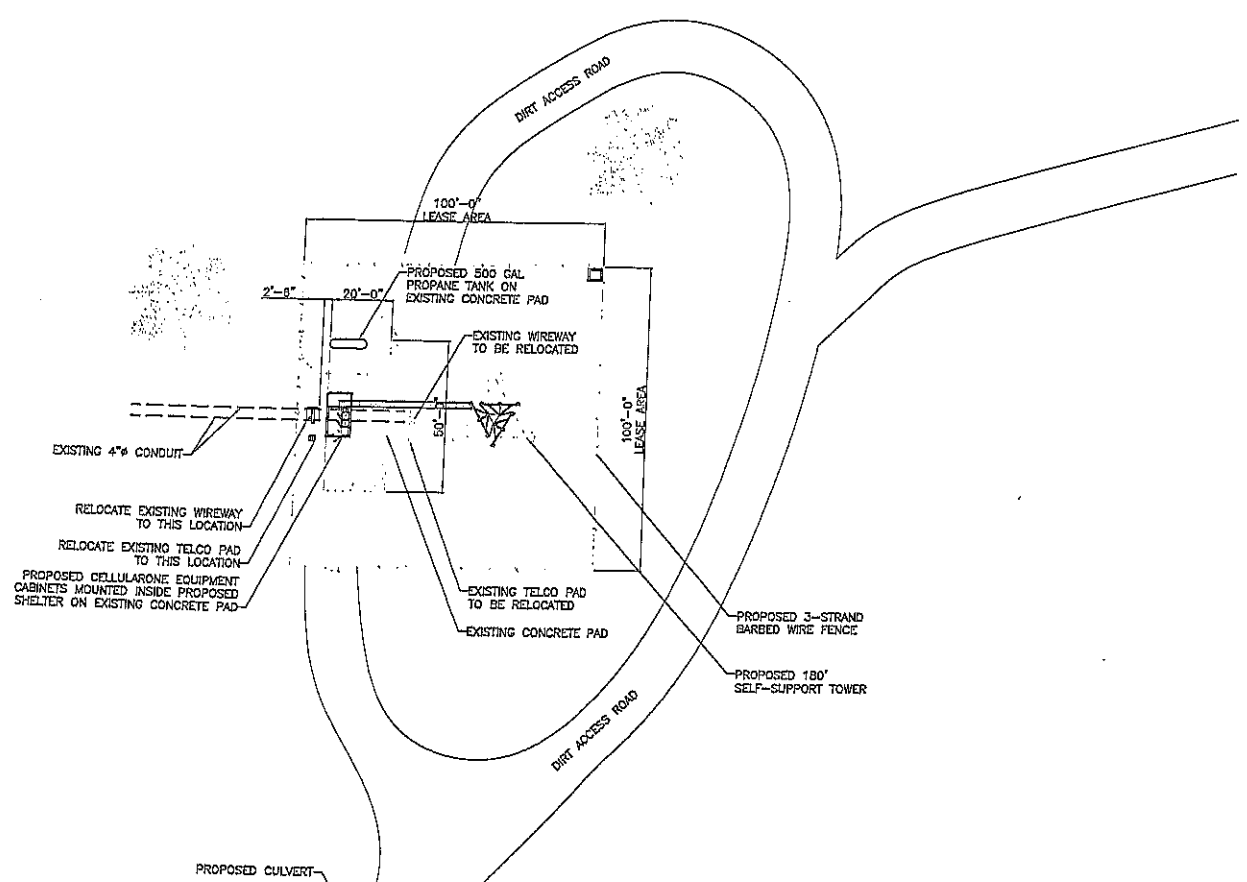


DATE	DESCRIPTION

LYMAN LANE AZ
GENERAL NOTES

DESIGNED BY	
CHECKED BY	
DATE	

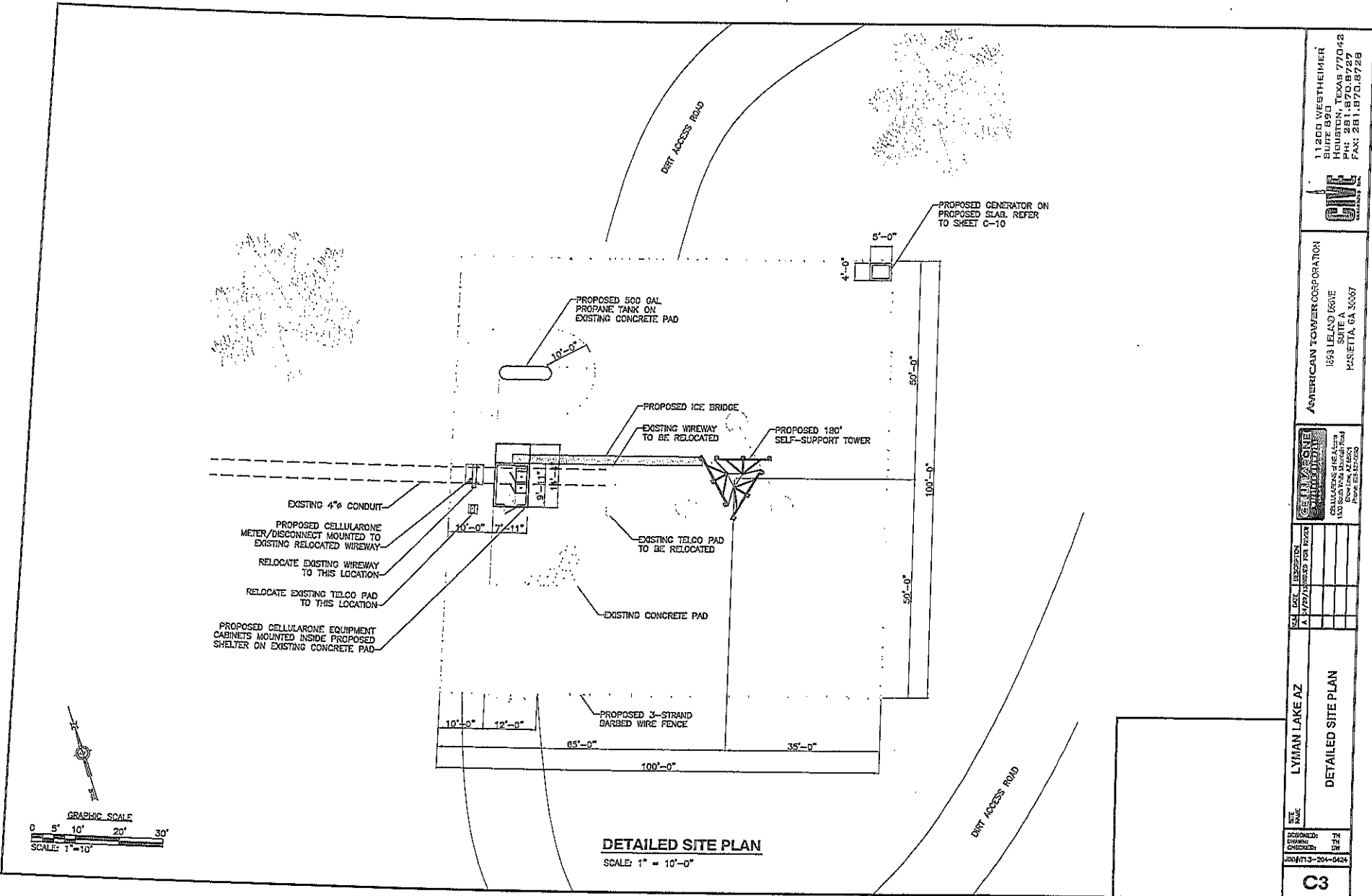
C1



GRAPHIC SCALE
 0 10' 20' 40' 60'
 SCALE: 1" = 20'

OVERALL SITE PLAN
 SCALE: 1" = 20'-0"

11200 WESTHEIMER SUITE 800 HOUSTON, TEXAS 77042 PH: 281.870.8727 FAX: 281.870.8728	
AMERICAN TOWER CORPORATION 1599 LEAG DRIVE SUITE A MABLETTA, GA 30667	
CELLULAR ONE OF THE AMERICAS 1500 W. WASHINGTON ROAD SUITE 1000 PHOENIX, AZ 85029 PHONE: 602.972.2500	
NO. DATE REVISION 1 1/27/01	PREPARED BY CHECKED BY DATE
LYMAN LAKE AZ OVERALL SITE PLAN	
0000713-204-0424	



11205 WESTHEIMER
SUITE 200
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728



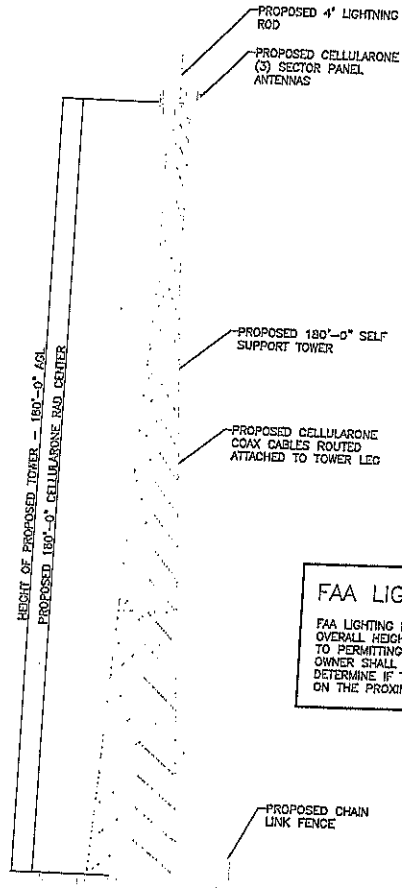
AMERICAN TOWER CORPORATION
1293 BELAND DRIVE
SUITE A
MARIETTA, GA 30067



NO.	DATE	DESCRIPTION
1	11/13/13	ISSUED FOR PERMITS

LYMAN LAKE AZ
DETAILED SITE PLAN

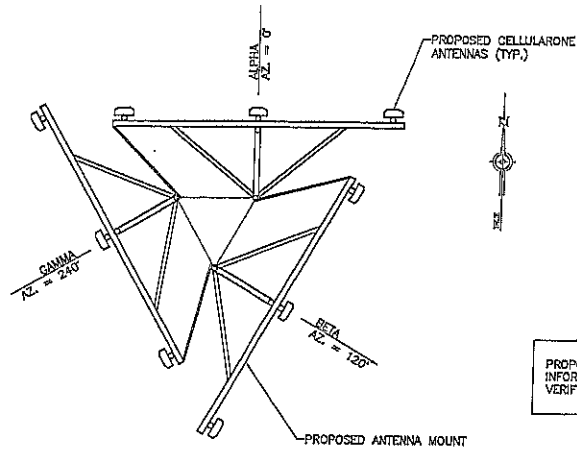
DESIGNED BY: []
DRAWN BY: []
CHECKED BY: []
DATE: 11/13/13



FAA LIGHTING NOTE:

FAA LIGHTING IS NOT REQUIRED BASED ON THE OVERALL HEIGHT OF THE PROPOSED TOWER. PRIOR TO PERMITTING AND CONSTRUCTION THE TOWER OWNER SHALL CONDUCT AN FAA STUDY TO DETERMINE IF TOWER LIGHTING IS REQUIRED BASED ON THE PROXIMITY TO NEARBY AIRPORTS

TOWER ELEVATION
N.T.S.



ANTENNA ORIENTATION DETAIL
N.T.S.

11200 WESTHEIMER SUITE 800 HOUSTON, TEXAS 77042 PH: 281.870.8727 FAX: 281.870.8728	
AMERICAN TOWER CORPORATION 1599 ISLAND DRIVE SUITE A MARIETTA, GA 30067	
CELLULARONE DIVISION OF THE AMERICAN TOWER CORPORATION 5000 W. LITTLE ROCK ROAD SUITE 100 OMAHA, NE 68122	
SHEET NO. 10000113-204-0424	PROJECT NO. 10000113-204-0424
DATE 11/11/03	REVISION 1. 11/11/03
TOWER ELEVATION AND DETAILS	
DESIGNED BY C4	CHECKED BY [Blank]
C4	

- (C)** CONSTRUCTION EXIT - TO REDUCE OR ELIMINATE THE TRANSPORT OF MUD FROM THE CONSTRUCTION AREA ONTO PUBLIC RIGHT-OF-WAYS, STREETS, ALLEYS, SIDEWALKS, OR PARKING AREAS.
- (Sd)** TYPE C SEDIMENT BARRIER - TO PREVENT ANY SEDIMENT CARRIED BY SHEET FLOW FROM LEAVING THE SITE AND ENTERING NATURAL DRAINAGE WAYS OR STORM DRAINAGE SYSTEMS.
- (Dn2)** DISTURBED AREA STABILIZATION (TEMPORARY) - TO ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDING ON DISTURBED AREAS.
- (Dn3)** DISTURBED AREA STABILIZATION (PERMANENT) - TO ESTABLISH A PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES, SOD, OR LEGUMES ON DISTURBED AREAS.
- (Du)** DISTURBED AREA DUST CONTROL - TO CONTROL THE SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITES, ROADWAYS, AND SIMILAR SITES.

11200 WESTHEIMER
SUITE 800
DUBLIN, TEXAS 77042
PHONE: 281.570.8778
FAX: 281.570.8728

AMERICAN TOWER CORPORATION
1593 LELAND DRIVE
SUITE A
MARIETTA, GA 30067

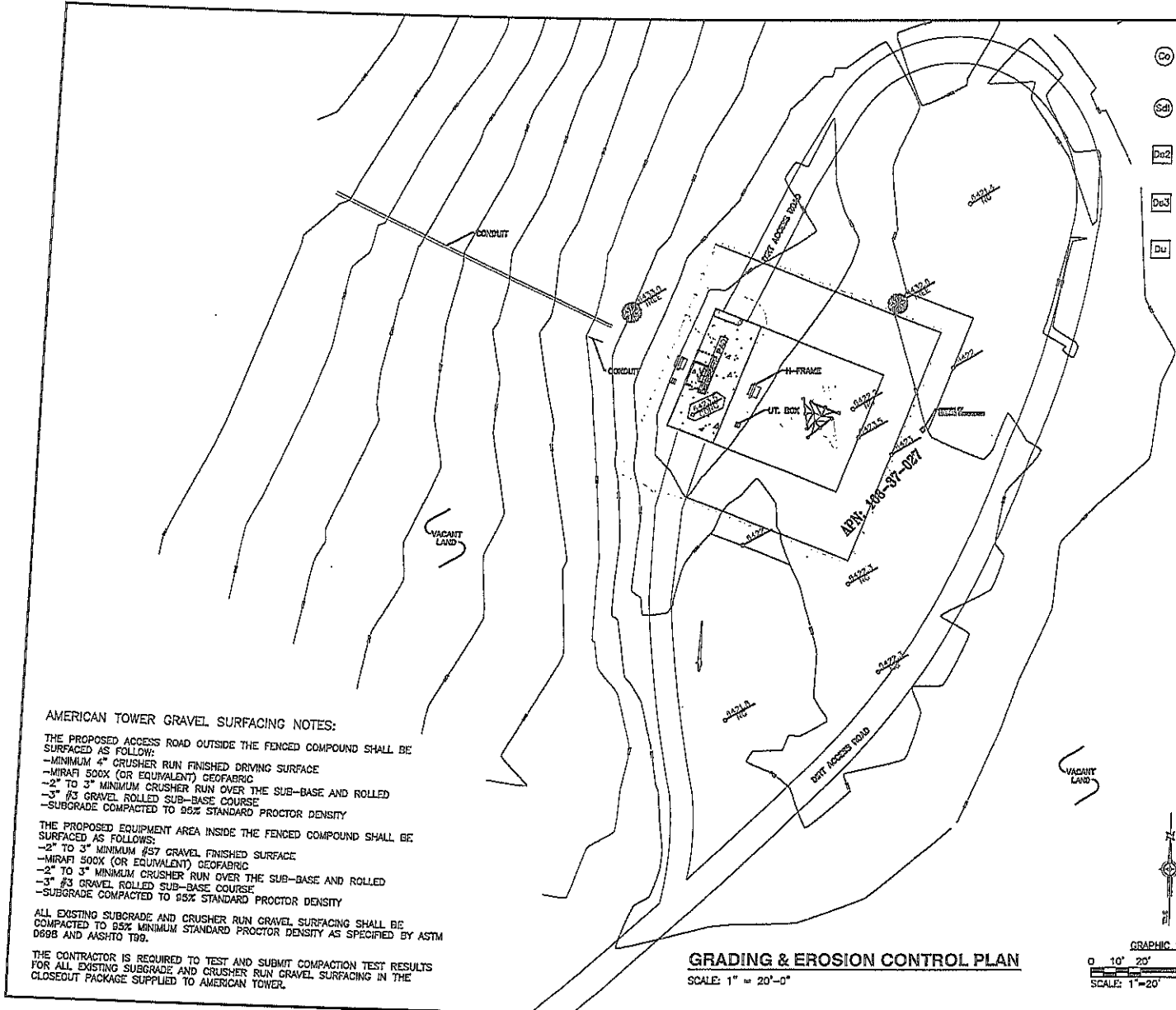
SEMPER PARVUM
CONSTRUCTION
1500 S. GULF SHORE BLVD.
SUITE 100
DALLAS, TEXAS 75245
PHONE: 214.343.2222
FAX: 214.343.2222

DATE	DESCRIPTION

PROJECT NAME: LYMAN LAKE AZ
PROJECT TITLE: GRADING, SEDIMENT & EROSION CONTROL PLAN

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 11/13/2004

C5



AMERICAN TOWER GRAVEL SURFACING NOTES:

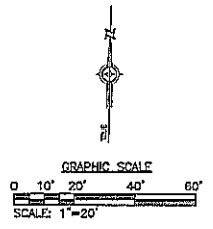
THE PROPOSED ACCESS ROAD OUTSIDE THE FENCED COMPOUND SHALL BE SURFACED AS FOLLOWS:
 -MINIMUM 4" CRUSHER RUN FINISHED DRIVING SURFACE
 -MIRAFI 500X (OR EQUIVALENT) GEOFABRIC
 -2" TO 3" MINIMUM CRUSHER RUN OVER THE SUB-BASE AND ROLLED
 -3" #3 GRAVEL ROLLED SUB-BASE COURSE
 -SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY

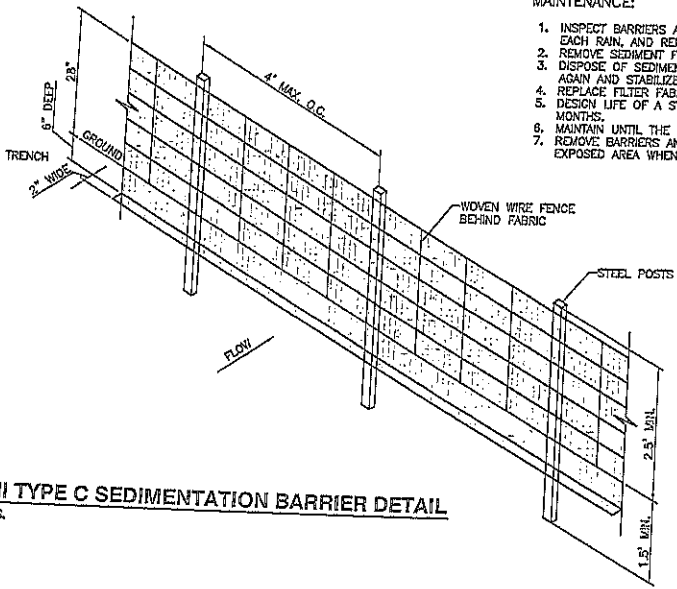
THE PROPOSED EQUIPMENT AREA INSIDE THE FENCED COMPOUND SHALL BE SURFACED AS FOLLOWS:
 -2" TO 3" MINIMUM #57 GRAVEL FINISHED SURFACE
 -MIRAFI 500X (OR EQUIVALENT) GEOFABRIC
 -2" TO 3" MINIMUM CRUSHER RUN OVER THE SUB-BASE AND ROLLED
 -3" #3 GRAVEL ROLLED SUB-BASE COURSE
 -SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY

ALL EXISTING SUBGRADE AND CRUSHER RUN GRAVEL SURFACING SHALL BE COMPACTED TO 95% MINIMUM STANDARD PROCTOR DENSITY AS SPECIFIED BY ASTM D698 AND AASHTO T99.

THE CONTRACTOR IS REQUIRED TO TEST AND SUBMIT COMPACTION TEST RESULTS FOR ALL EXISTING SUBGRADE AND CRUSHER RUN GRAVEL SURFACING IN THE CLOSEOUT PACKAGE SUPPLIED TO AMERICAN TOWER.

GRADING & EROSION CONTROL PLAN
SCALE: 1" = 20'-0"

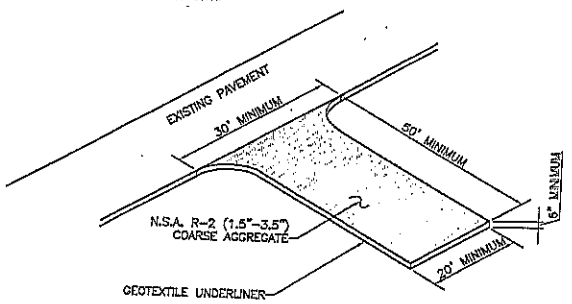




SdI TYPE C SEDIMENTATION BARRIER DETAIL
N.T.S.

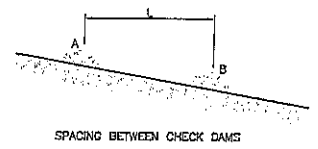
- MAINTENANCE:**
1. INSPECT BARRIERS AT THE END OF EACH WORKING DAY, OR AFTER EACH RAIN, AND REPAIR OR CLEAN AS NECESSARY.
 2. REMOVE SEDIMENT FROM BARRIER WHEN TWO-THIRDS FULL.
 3. DISPOSE OF SEDIMENT SO THAT IT WILL NOT ENTER THE BARRIER AGAIN AND STABILIZE IT WITH VEGETATION.
 4. REPLACE FILTER FABRIC WHEN DETERIORATED.
 5. DESIGN LIFE OF A SYNTHETIC SILT FENCE IS APPROXIMATELY 6 MONTHS.
 6. MAINTAIN UNTIL THE PROJECT IS VEGETATED OR OTHERWISE STABILIZED.
 7. REMOVE BARRIERS AND ACCUMULATED SEDIMENT AND STABILIZE THE EXPOSED AREA WHEN THE PROJECT IS STABILIZED.

- MAINTENANCE:**
1. PERIODICALLY DRESS WITH 1.5"-3.5" STONE.
 2. MAINTAIN IN A CONDITION THAT WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY.
 3. IMMEDIATELY REMOVE MUD AND DEBRIS TRACKED OR SPILLED ONTO ROADWAYS.

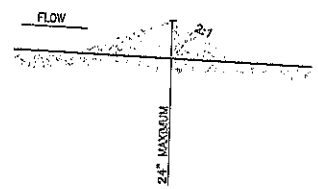
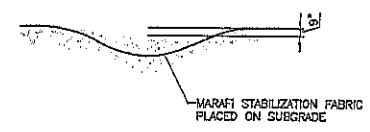


Cd CONSTRUCTION EXIT DETAIL
N.T.S.

L = THE DISTANCE SUCH THAT POINTS A AND B ARE OF EQUAL ELEVATION



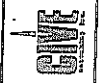
STONE CHECK DAM



Cd CHECK DAM
N.T.S.

- NOTES:**
1. CHECK DAMS TO BE CONSTRUCTED OF GRADED SIZE 2 - 10 INCH STONE. MECHANICAL OR HAND PLACEMENT SHALL BE REQUIRED TO INSURE COMPLETE COVERAGE OF ENTIRE WIDTH OF DITCH OR SWALE AND THAT CENTER OF DAM IS LOWER THAN EDGES.
 2. SEDIMENT TO BE REMOVED WHEN A LEVEL OF 1/2 THE ORIGINAL DAM HEIGHT OR LESS IS REACHED. REMOVE CHECK DAMS AT COMPLETION OF PROJECT AND TREAT RESULTING DISTURBED AREAS AS REQUIRED.

11200 WESTHEIMER
SUITE B90
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728



AMERICAN TOWER CORPORATION
1638 LEASO DRIVE
SUITE A
MARIETTA, GA 30067



DATE	DESCRIPTION

LYMAN LAKE AZ
GRADING, SEDIMENT & EROSION
CONTROL DETAILS

DESIGNED	
DRAWN	
CHECKED	
3000(13-204-342)	

PIEDMONT VEGETATION COVERS

CALENDAR MONTH	TEMPORARY SEED	APPLICATION RATE/ACRE	PERMANENT SEED	APPLICATION RATE/ACRE
1. JANUARY	RYE GRASS	40-50 LB.	UNHULLED BERMU DA SERICEA LESPEDEZA ²	8-10 LB. 30-40 LB. ¹
2. FEBRUARY			UNHULLED BERMU DA SERICEA LESPEDEZA ² FESCUE	8-10 LB. 30-40 LB. 30-50 LB.
3. MARCH	RYE ANNUAL LESPEDEZA WEEPING LOVE GRASS	2-3 BU. 20-25 LB. 4-6 LB.	UNHULLED BERMU DA SERICEA LESPEDEZA FESCUE	8-10 LB. 30-40 LB. 30-50 LB.
4. APRIL	RYE BROWN TOP MILLET ANNUAL LESPEDEZA SUDAN ANNUAL	2-3 BU. 30-40 LB. 20-25 LB. 35 LB.	WEEPING LOVE GRASS HULLED BERMU DA BAHIA	4-8 LB. 5-8 LB. 40-60 LB.
5. MAY	WEEPING LOVE GRASS SUDAN GRASS BROWN TOP MILLET	4-6 LB. 35 LB. 30-40 LB.	WEEPING LOVE GRASS HULLED BERMU DA BAHIA	4-6 LB. 5-8 LB. 40-60 LB.
6. JUNE	WEEPING LOVE GRASS SUDAN GRASS BROWN TOP MILLET	4-6 LB. 35 LB. 30-40 LB.	WEEPING LOVE GRASS HULLED BERMU DA BAHIA	4-6 LB. 5-8 LB. 40-60 LB.
7. JULY	WEEPING LOVE GRASS SUDAN GRASS BROWN TOP MILLET	4-8 LB. 35 LB. 30-40 LB.		
8. AUGUST	RYE GRASS WEEPING LOVE GRASS	40-50 LB. 4-6 LB.		
9. SEPTEMBER			TALL FESCUE	30-50 LB.
10. OCTOBER	WHEAT	2-3 BU.	UNHULLED BERMU DA SERICEA LESPEDEZA ² FESCUE	8-10 LB. 30-40 LB. 30-50 LB.
11. NOVEMBER	WHEAT	2-3 BU.	UNHULLED BERMU DA SERICEA LESPEDEZA FESCUE	8-10 LB. 30-40 LB. 30-50 LB.
12. DECEMBER	RYE RYE GRASS WHEAT	2-3 BU. 40-80 LB. 2-3 BU.	UNHULLED BERMU DA SERICEA LESPEDEZA FESCUE	8-10 LB. 30-40 LB. 30-50 LB.

¹ USE A MINIMUM OF 40 LB. SCARIFIED SEED. THE REMAINDER MAY BE UNSCARIFIED, CLEAN HULLED SEED.

² USE EITHER COMMON SERALA OR INTERSTATE SERICEA LESPEDEZA.

Ds2 DISTURBED AREA STABILIZATION
(WITH TEMPORARY SEEDING)

Ds3 DISTURBED AREA STABILIZATION
(WITH PERMANENT VEGETATION)

GENERAL

THIS VEGETATIVE PLAN WILL BE CARRIED OUT ON ROAD CUT AND FILL SLOPES, SHOULDERS, AND OTHER CRITICAL AREAS CREATED BY CONSTRUCTION. SEEDING WILL BE DONE AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. PLANTING WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGE FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY AND BEAUTY OF THE DEVELOPMENT AREA.

SOIL CONDITIONS

DUE TO GRADING AND CONSTRUCTION, THE AREAS TO BE TREATED ARE MAINLY SUBSOIL AND SUBSTRATES. FERTILITY IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIAL ARE UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.

TREATMENT SPECIFICATIONS

HYDRAULIC SEEDING EQUIPMENT: WHEN HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS USED, NO GRADING AND SHAPING OR SEEDBED PREPARATION WILL BE REQUIRED. THE FERTILIZER, SEED AND WOOD CELLULOSE FIBER MULCH WILL BE MIXED WITH WATER AND APPLIED IN A SLURRY. ALL SLURRY INGREDIENTS MUST BE COMBINED TO FORM A HOMOGENEOUS MIXTURE, AND SPREAD UNIFORMLY OVER THE AREA WITHIN ONE HOUR AFTER MIXTURE IS MADE. STRAW OR HAY MULCH AND ASPHALT EMULSION WILL BE APPLIED WITH BLOWER-TYPE MULCH SPREADING EQUIPMENT WITHIN 24 HOURS AFTER SEEDING. THE MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA, LEAVING ABOUT 25 PERCENT OF THE GROUND SURFACE EXPOSED. THE PER ACRE APPLICATION RATES ARE AS FOLLOWS:

A. SEEDING WITH MULCH: (HYDRAULIC SEEDING EQUIPMENT ON SLOPES 3:1 AND STEEPER)

AGRICULTURAL LIMESTONE #75	4000 LBS/ACRE
FERTILIZER, 5-10-15	1500 LBS/ACRE
MULCH (STRAW OR HAY) OR WOOD CELLULOSE FIBER MULCH	5000 LBS/ACRE
	1000 LBS/ACRE

SEED SPECIES	APPLICATION RATE/ACRE	PLANTING DATES
SERICEA LESPEDEZA, SCARIFIED	60 LBS.	3/1 - 6/15
WEEPING LOVE GRASS, OR COMMON BERMU, HULLED	4 LBS. 6 LBS.	
FESCUE	40 LBS.	
SERICEA LESPEDEZA, UNSCARIFIED	80 LBS.	9/1 - 10/31
FESCUE	40 LBS.	11/1 - 2/28
SERICEA LESPEDEZA, UNSCARIFIED	75 LBS.	
RYE	50 LBS.	
HAY MULCH FOR TEMPORARY COVER	5000 LBS.	6/15 - 8/31

B. TOP DRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL.

FERTILIZER (AMMONIUM NITRATE 33.5%) 300 LBS./ACRE

C. SECOND-YEAR TREATMENT:

FERTILIZER (0-20-20 OR EQUIVALENT) 500 LBS./ACRE

Ds2 DISTURBED AREA STABILIZATION
(WITH TEMPORARY SEEDING)

Ds3 DISTURBED AREA STABILIZATION
(WITH PERMANENT VEGETATION)

GENERAL

THIS VEGETATIVE PLAN WILL BE CARRIED OUT ON ROAD CUT AND FILL SLOPES, SHOULDERS, AND OTHER CRITICAL AREAS CREATED BY CONSTRUCTION. SEEDING WILL BE DONE AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. PLANTING WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGE FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY AND BEAUTY OF THE DEVELOPMENT AREA.

SOIL CONDITIONS

DUE TO GRADING AND CONSTRUCTION, THE AREAS TO BE TREATED ARE MAINLY SUBSOIL AND SUBSTRATES. FERTILITY IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIAL ARE UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.

TREATMENT SPECIFICATIONS

CONVENTIONAL SEEDING EQUIPMENT: GRADE, SHAPE, AND SMOOTH WHERE NEEDED TO PROVIDE FOR SAFE EQUIPMENT OPERATION AT SEEDING TIME AND FOR MAINTENANCE PURPOSES. THE LIMB AND FERTILIZER IN DRY FORM WILL BE SPREAD UNIFORMLY OVER THE AREA IMMEDIATELY BEFORE SEEDBED PREPARATION. A SEEDBED WILL BE PREPARED BY SCARIFYING TO A DEPTH OF 1 TO 4 INCHES AS DETERMINED ON SITE. THE SEEDBED MUST BE WELL PULVERIZED, SMOOTHED, AND FIRMED. SEEDING WILL BE DONE WITH A MULTIPACKER-SEEDER, DRILL, ROTARY SEEDER, OR OTHER MECHANICAL OR HAND SEEDER. SEED WILL BE DISTRIBUTED UNIFORMLY OVER A FRESHLY PREPARED SEEDBED AND COVERED LIGHTLY, WITHIN 24 HOURS AFTER SEEDING. STRAW OR HAY MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA, LEAVING ABOUT 25 PERCENT OF THE GROUND SURFACE EXPOSED. MULCH WILL BE SPREAD WITH BLOWER-TYPE MULCH EQUIPMENT OR BY HAND AND ANCHORED IMMEDIATELY AFTER IT IS SPREAD. A DISK HARROW WITH THE DISK SET STRAIGHT OR A SPECIAL PACKER DISK MAY BE USED TO PRESS THE MULCH INTO THE SOIL. THE PER ACRE APPLICATION RATES ARE AS FOLLOWS:

A. SEEDING WITH MULCH: (CONVENTIONAL SEEDING EQUIPMENT ON SLOPES LESS THAN 3:1)

AGRICULTURAL LIMESTONE #75	4000 LBS/ACRE
FERTILIZER, 5-10-15	1500 LBS/ACRE
MULCH (STRAW OR HAY)	5000 LBS/ACRE

SEED SPECIES	APPLICATION RATE/ACRE	PLANTING DATES
HULLED COMMON BERMU DA GRASS	10 LBS.	3/1 - 6/15
FESCUE	50 LBS.	9/1 - 10/31
FESCUE	50 LBS.	11/1 - 2/28
RYE GRASS	50 LBS.	
HAY MULCH FOR TEMPORARY COVER	5000 LBS.	6/15 - 8/31

B. TOP DRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL.

FERTILIZER (AMMONIUM NITRATE 33.5%) 300 LBS./ACRE

C. SECOND-YEAR TREATMENT:

FERTILIZER (5-10-15 OR EQUIVALENT) 800 LBS./ACRE

11200 WESTHEIMER
SUITE 850
HOUSTON, TEXAS 77042
PHONE: 281.970.8272
FAX: 281.970.8228



AMERICAN TOWER CORPORATION
1593 LELAND DRIVE
SUITE A
MARIETTA, GA 30067

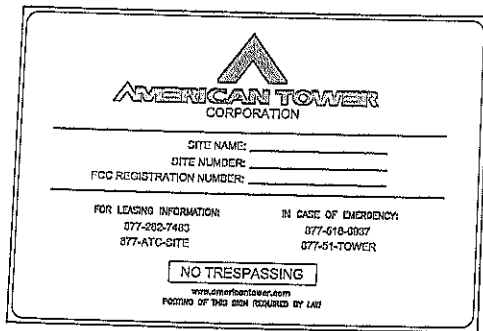


CELLULOSE FIBER MULCH
CELLULOSE FIBER MULCH
1500 N. HIGHWAY 100
SUITE 100
PO BOX 100
PO BOX 100

LYMAN LAKE AZ
GRADING, SEDIMENT & EROSION
CONTROL VEGETATION SPECS

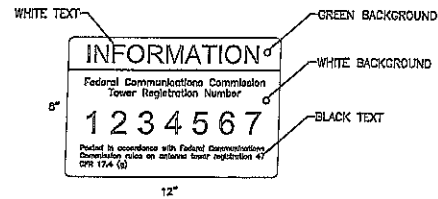
DESIGNED BY
DRAWN BY
CHECKED BY
DATE 1/2/21
JOB# 1715-201-0424

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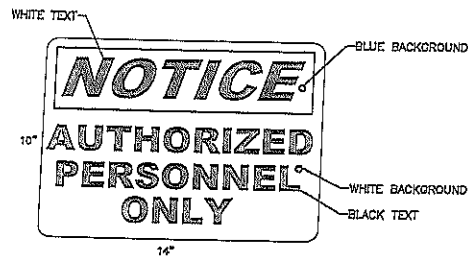
OWNER CONTACT SIGN

WHITE BACKGROUND, BLACK/RED LETTERING
MOUNTING LOCATION: GATE
QUANTITY: 1



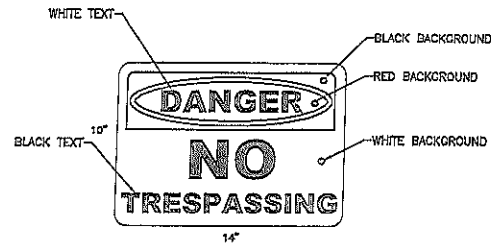
FCC REGISTRATION SIGN

WHITE/GREEN BACKGROUND, WHITE/BLACK LETTERING
MOUNTING LOCATION: GATE & BASE OF THE TOWER
QUANTITY: 2



AUTHORIZED PERSONNEL SIGN

WHITE/BLUE BACKGROUND, WHITE/BLACK LETTERING
MOUNTING LOCATION: GATE
QUANTITY: 1



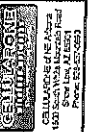
DANGER NO TRESPASSING SIGN

WHITE/BLACK BACKGROUND, BLACK/WHITE LETTERING
MOUNTING LOCATION: GATE
QUANTITY: 1

11200 WESTHEIMER
SUITE 890
HOUSTON, TEXAS 77042
PH: 281.870.8227
FAX: 281.870.8228



AMERICAN TOWER CORPORATION
1833 BELLAIR DRIVE SUITE A
MARETTA, GA 30057

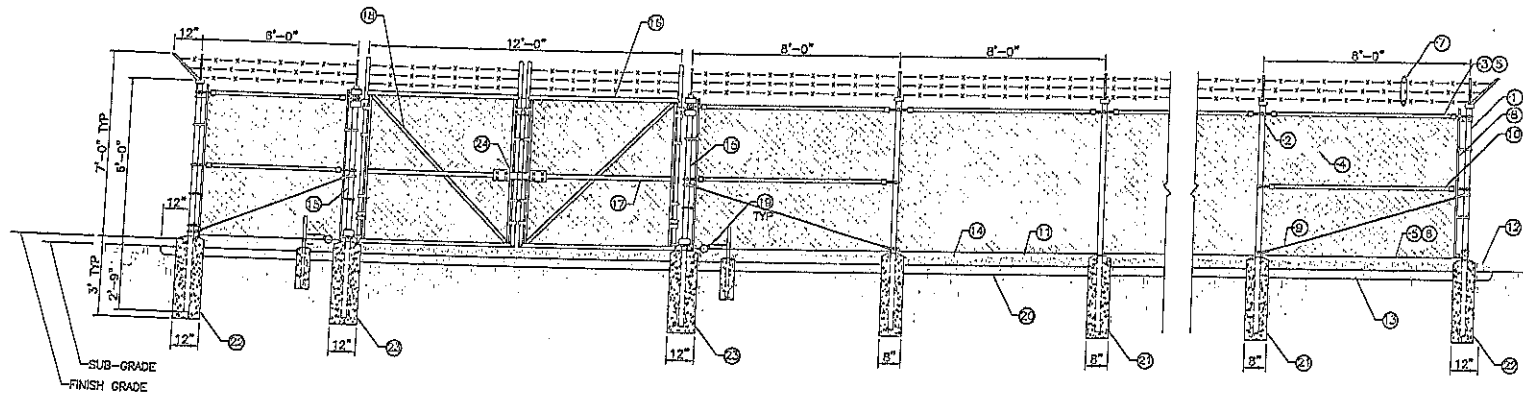


SIZE	DESCRIPTION	QUANTITY
A	14"X10" (SEE A1 FOR TEXT)	

LYMAN LAKE AZ
SITE SIGNAGE

ORDERED BY: []
CHECKED BY: []
DATE: []

005/173-204-0424
C8



REFERENCE NOTES:

- ① CORNER, END OR PULL POST 3" NOMINAL SCHEDULE 40 PIPE.
- ② LINE POST: 2-1/2" SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POST SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
- ③ TOP RAIL & BRACE RAIL: 1-1/2" PIPE, PER ASTM-F1083.
- ④ FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
- ⑤ TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.
- ⑥ TENSION WIRE: 9 GA. GALVANIZED STEEL.
- ⑦ BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
- ⑧ STRETCHER BAR.
- ⑨ 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- ⑩ FENCE CORNER POST BRACE: 1-5/8" DIA. EACH CORNER EACH WAY.
- ⑪ 1-1/2" MAXIMUM CLEARANCE FROM GRADE.

- ⑫ 2" FINISH OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- ⑬ 4" COMPACTED 95% BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- ⑭ FINISH GRADE SHALL BE UNIFORM AND LEVEL.
- ⑮ GATE POST 4". SCHEDULE 40 PIPE, FOR GATE WIDTHS UP THRU 7 FEET OR 14 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083.
- ⑯ GATE FRAME: 1-1/2" PIPE, PER ASTM-F1083.
- ⑰ GATE FRAME: 1-5/8" DIAMETER PIPE, PER ASTM-F1083.
- ⑱ GATE DIAGONAL GALVANIZED STEEL 1-1/2" PIPE.
- ⑲ DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
- ⑳ GEOTEXTILE FABRIC.
- ㉑ LINE POST: CONCRETE FOUNDATION (2000 PSI)
- ㉒ CORNER POST: CONCRETE FOUNDATION (2000 PSI)
- ㉓ GATE POST: CONCRETE FOUNDATION (2000 PSI)
- ㉔ STYMIE LOCK OR EQUIVALENT

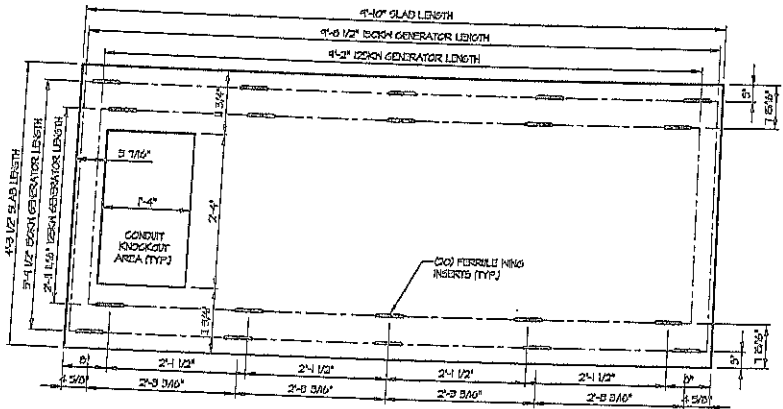
GENERAL NOTES:

- 1. INSTALL FENCING PER ASTM F-567
- 2. INSTALL SWING GATES PER ASTM F-900
- 3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
- 4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1-1/2" GALV. (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
- 5. ALL OPEN POSTS SHALL HAVE END-CAPS.
- 6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
- 7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.
- 8. USE COMMERCIAL GRADE MATERIALS ONLY.

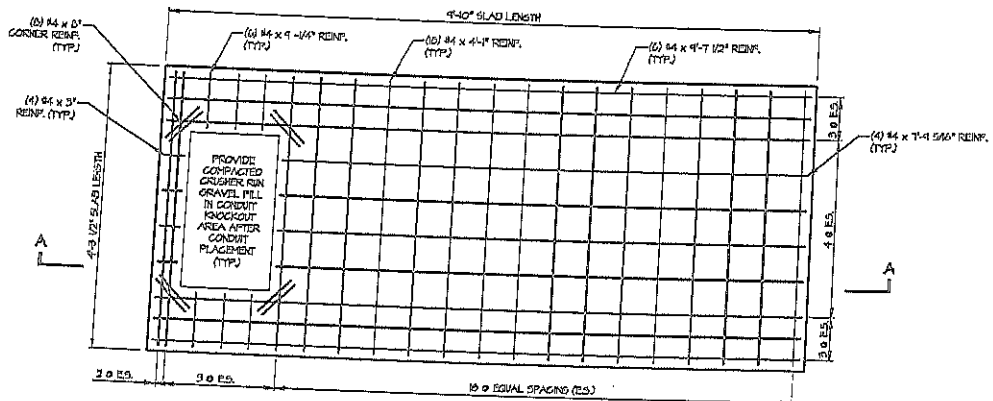
11200 WESTHEIMER
SUITE 500
HOUSTON, TEXAS 77042
PHONE: 281.870.8227
FAX: 281.870.8228

AMERICAN TOWER CORPORATION
1535 LELAND DRIVE
HARLETTA, GA 30667

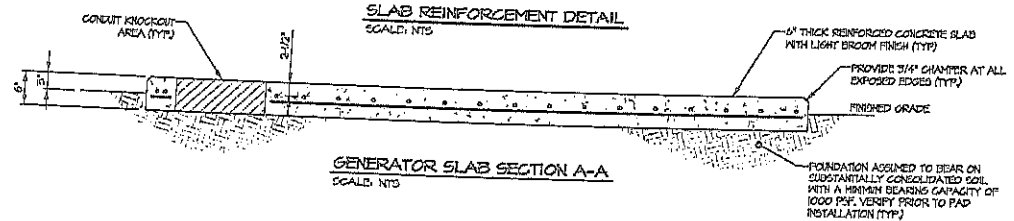
ALL L.A.S. CONSTRUCTION A MEMBER OF THE L.A.S. GROUP	LYMANN LAKE AZ FENCE DETAILS
DESIGNED BY: [] CHECKED BY: []	DATE: []
C9	



GENERATOR SLAB DETAIL
SCALE: NTS



SLAB REINFORCEMENT DETAIL
SCALE: NTS



GENERATOR SLAB SECTION A-A
SCALE: NTS

CONCRETE PAD CONSTRUCTION NOTES:

1. REFER TO SHEET C-8 FOR CONCRETE NOTES AND SPECIFICATIONS.
2. ALL REBAR REINFORCEMENT (HORIZONTAL & VERTICAL) SHALL BE SECURELY WIRE TIED TO PREVENT DISPLACEMENT DURING POURING OF CONCRETE.
3. GENERATOR SLAB CONCRETE TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS.
4. REINFORCED CONCRETE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH ACI STANDARD 318.
5. MINIMUM CONCRETE COVER OVER REBAR IS 1-1/4".
6. REINFORCEMENT MATERIAL SHALL BE IN ACCORDANCE WITH ASTM A615-85.

CONCRETE PAD AND EMBEDMENT TOLERANCES:

1. EMBEDMENTS: PLUS OR MINUS 1/16"
2. CONCRETE DIMENSIONS: PLUS OR MINUS 1/4"
3. REINFORCING STEEL PLACEMENT: PLUS OR MINUS 1/4" INCLUDING CONCRETE COVER

GENERAL NOTES:

1. FOUNDATION DESIGN ASSUMES A MINIMUM ALLOWABLE SOIL BEARING CAPACITY OF 1000 PSF. FOR SOFT OR WEAK SOILS THE FOUNDATION SHALL BE DESIGNED PER THE GEOTECH SOILS REPORT.
2. THE SOIL UNDERNEATH THE CONCRETE PAD MUST BE COMPACTED AND LEVELED BEFORE PLACING THE FOUNDATION.
3. THE CONCRETE PAD DESIGN SHOWN IS FOR PRECAST CONCRETE. THE CONTRACTOR MAY, AT HIS OPTION, SUBSTITUTE A SIMILAR CAST IN PLACE DESIGN. IF A CAST IN PLACE DESIGN IS USED ALL REINFORCEMENT COVER SHALL COMPLY WITH THE NOTES AND SPECIFICATIONS ON SHEET C-8.
4. ESTIMATED CONCRETE VOLUME = 0.78 CUBIC YARDS.
5. THE DIMENSIONS BETWEEN EACH EMBEDDED FERRULE ARE OBTAINED FROM GENERAL POWER SYSTEMS DRAWINGS (DWG NO.: ATC150PAD DATED 7/8/08 AND ATC125PAD DATED 7/10/08).

1,200 WESTHEIMER
SUITE 200
HOUSTON, TEXAS 77042
PH: 281.870.9727
FAX: 281.870.9728

AMERICAN POWER CORPORATION
1638 LELAND DRIVE
SUITE A
PASADENA, CA 92367

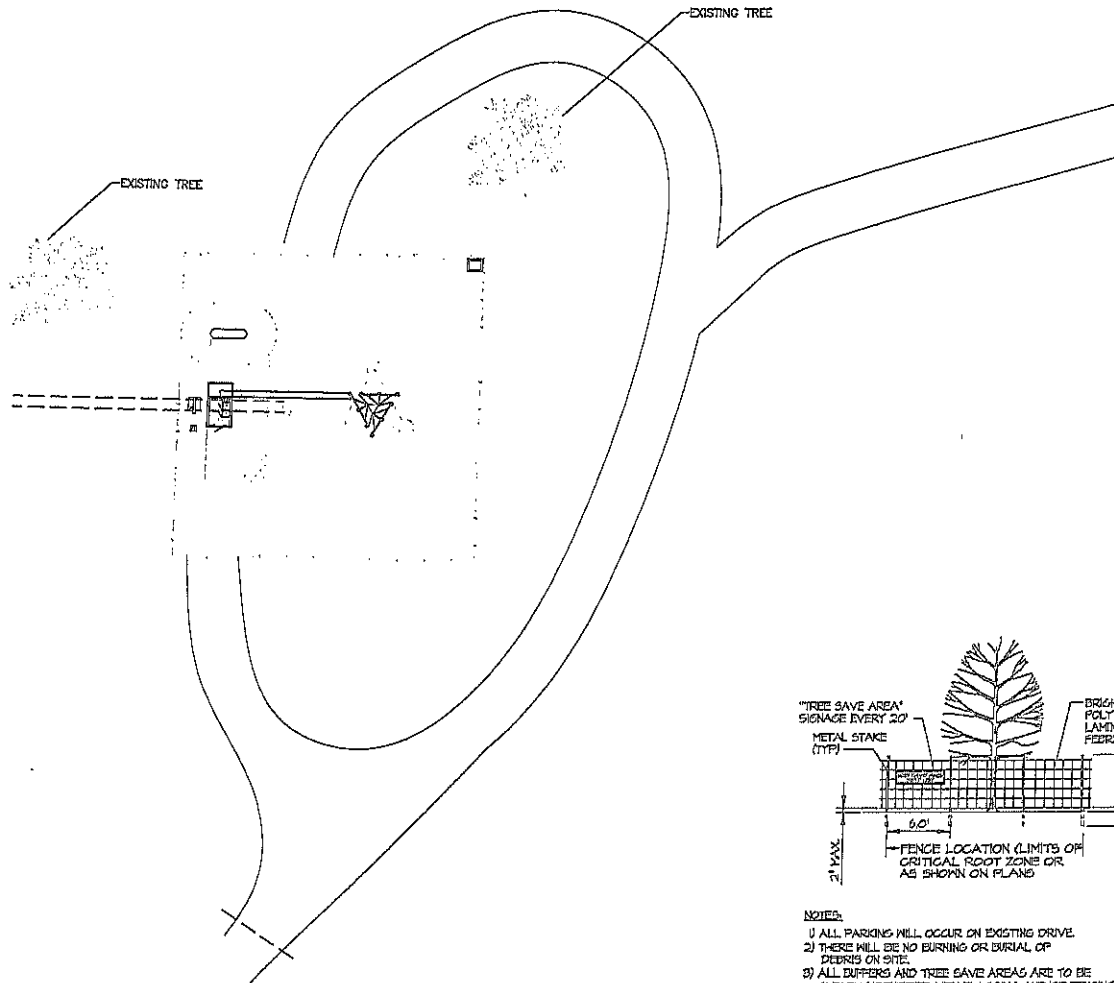
STULLS & ASSOCIATES
CELLULOSIC BOARD FABRICATOR
1000 W. WYOMING AVE.
DALLAS, TX 75201
PHONE 972.457.0000

REV	DATE	REVISION
1	7/10/08	ISSUED FOR PERMIT

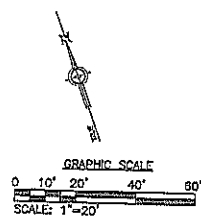
LYMAN LAKE AZ
**GENERATOR FOUNDATION
DETAILS**

DESIGNED: JFB
DRAWN: JFB
CHECKED: JFB
DATE: 7/10/08
JOB NO.: 006/013-204-5434

C10



- NOTES:**
- 1) ALL PARKING WILL OCCUR ON EXISTING DRIVE.
 - 2) THERE WILL BE NO BURNING OR BURIAL OF DEBRIS ON SITE.
 - 3) ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.



TREE PROTECTION / REMOVAL PLAN
SCALE: 1" = 20'-0"

TREE PROTECTION DETAIL
NOT TO SCALE

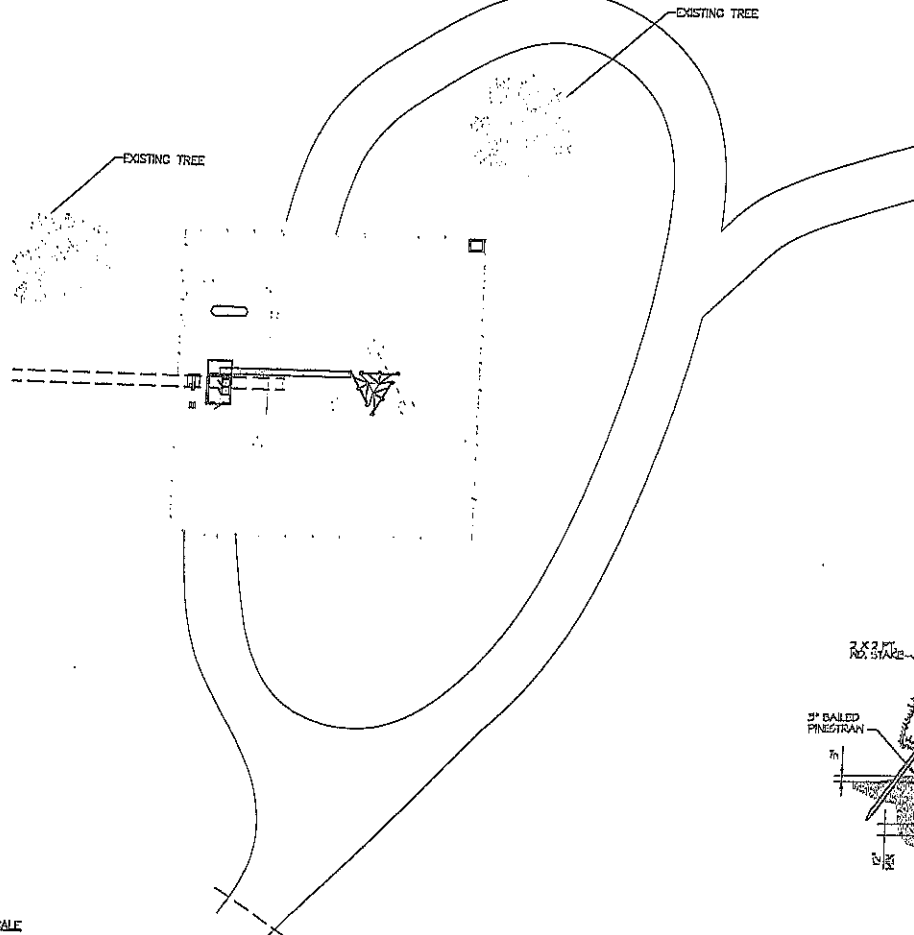
11200 WESTHEIMER SUITE B910 HOUSTON, TEXAS 77042 PHONE: 281.487.0177 FAX: 281.487.0178	
AMERICAN TOWER CORPORATION 1978 LILAC DRIVE SUITE A MARETTA, GA 30067	
ALL TREE DISTURBANCE AS APPROVED FOR NOTED	DATE: _____ BY: _____
LYMAN LAKE AZ TREE PROTECTION / REMOVAL PLAN	
DRAWN BY: _____ CHECKED BY: _____ DATE: 12/13/2011	SHEET NO. 1 OF 1

TOTAL AREA OF DISTURBANCE: XXXXXX SF - XXXXX ACRES

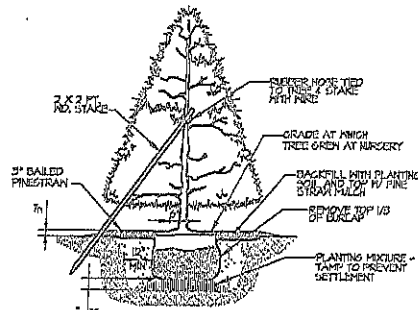
PLANT LIST:

QTY	COMMON NAME	BOTANICAL NAME	SIZE/MARKS
XX	YOSHINO CRYPTOMERIA	Cryptomeria Japonica "Yoshino"	6' MIN HEIGHT AT PLANTING
XX	AUTUMN CHEER ENCORE AZALEA	Azalea x 'Conlef' PP#10579	3 GALLON

XXXX SF PINESTRAW MULCH - 3" SETTLED LAYER OF CLEAN STRAW

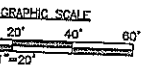


1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
2. ALL PLANTS MUST BE CONTAINER-GROWN OR BALLED AND BURLAPPED AS SPECIFIED.
3. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE ENGINEER'S REPRESENTATIVE BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN.
6. ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
8. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING, BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZATION, ETC.) OF PLANTING AREAS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE ENGINEER'S REPRESENTATIVE.
10. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
11. THE ENGINEER'S REPRESENTATIVE WILL APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
12. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
13. ANY PLANT MATERIAL THAT DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL SPECIFICATIONS.
14. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK", LATEST EDITION, REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.



NOTES:
 1. TOP OF ROOT FLARE SHALL BE 2" ABOVE GRADE.
 2. NO MULCH SHOULD BE WITHIN 6" OF THE BASE OF THE TRUNK.

TREE PLANTING DETAIL
 NOT TO SCALE



LANDSCAPE PLAN
 SCALE: 1" = 20'-0"

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 SUITE 100
 HOUSTON, TEXAS 77042
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 1638 LELAND DRIVE
 SUITE A
 MARYETTA, GA 30067

QUALITY SOURCE
 LANDSCAPE SUPPLY
 1000 W. 14TH ST
 NEW YORK, NY 10011
 PH: 212.512.5555

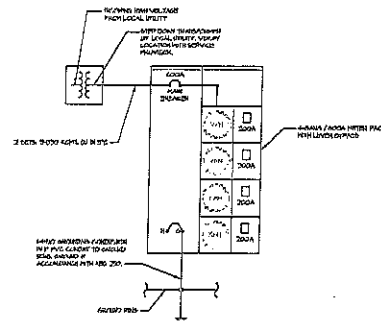
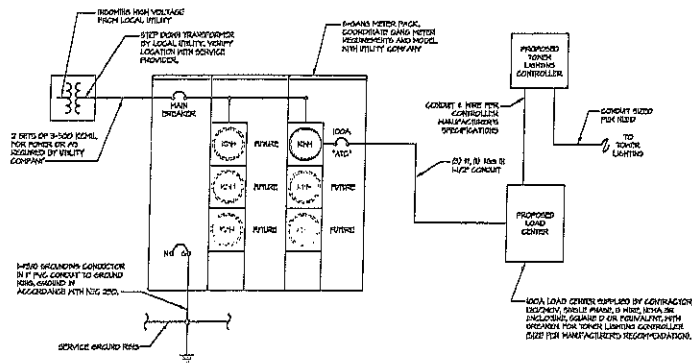
NO.	DATE	REVISION
1	11/20/2013	ISSUED FOR PERMITS

DESIGNED BY: []
 CHECKED BY: []
 3009/113-204-5424

LYMAN LAKE AZ
 LANDSCAPE PLAN

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
2. CONDUIT ROUTING ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELCORDIA.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELCORDIA.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E. HOSTS), GROUNDING, AND TI CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
9. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET OR DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSII/IEEE, AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E. RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
18. RIGID NONMETALLIC CONDUIT (I.E. RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
19. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE.
21. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSII/IEEE, AND NEC.
22. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
24. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING, SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
25. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WO OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE PROPERTY.
28. THE SUBCONTRACTOR SHALL LABEL THE METER BASE PER LOCAL UTILITY REQUIREMENTS.



ONE-LINE DIAGRAM

NOT TO SCALE

11100 WESTHEIMER
SUITE 850
HOUSTON, TEXAS 77042
P.H: 281.870.8727
FAX: 281.870.8728

AMERICAN POWER CORPORATION
1593 LELAND DRIVE
SUITE A
PINEVILLE, GA 30687

CELESTIA POWER
CELLULOSE/ANALOG
1500
PINEVILLE, GA 30687
Phone: 770.837.2828

DATE	REVISION
11/29/11	ISSUED FOR BID

LYMAN LAKE AZ
ELECTRICAL SPECS & ONE-LINE DIAGRAM

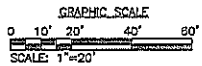
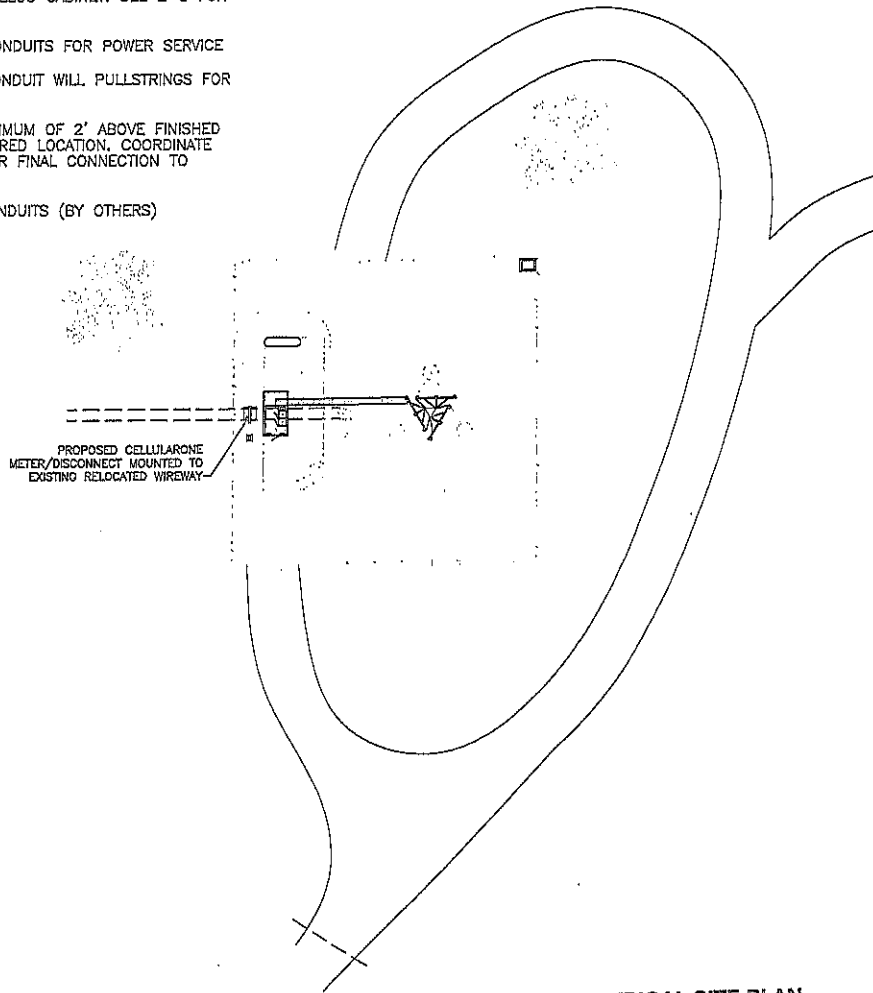
DESIGNED BY	22
CHECKED BY	22
DATE	11/29/11

1006113-204-2424

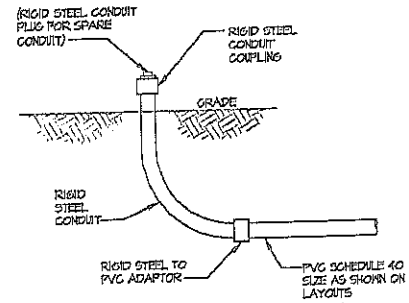
E-1

ELECTRICAL KEY NOTES:

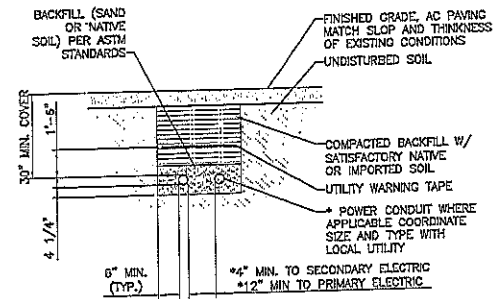
- ① PROPOSED 4-GANG / 800A METER PANEL. SEE SHEET E-5 FOR MOUNTING DETAILS. SEE SHEET E-1 FOR ELECTRICAL ONE-LINE DIAGRAM
- ② PROPOSED 48"X48"X12" TELCO CABINET. SEE E-5 FOR MOUNTING DETAILS.
- ③ PROPOSED (2) 3" PVC CONDUITS FOR POWER SERVICE
- ④ PROPOSED (1) 4" PVC CONDUIT WILL PULLSTRINGS FOR TELCO SERVICE
- ⑤ STUB UP CONDUITS A MINIMUM OF 2' ABOVE FINISHED GRADE AND CAP AT REQUIRED LOCATION. COORDINATE WITH UTILITY PROVIDER FOR FINAL CONNECTION TO EXISTING UTILITIES
- ⑥ PROPOSED GENERATOR CONDUITS (BY OTHERS)



ELECTRICAL SITE PLAN
SCALE: 1" = 20'-0"



UNDERGROUND CONDUIT STUB-UP
NOT TO SCALE



DIRECT BURIED CONDUIT
NOT TO SCALE

AMERICAN TOWER CORPORATION 1593 LELAND DRIVE MARIETTA, GA 30067	
CELLULARONE A Division of AT&T 4000 South Lake Avenue Road P.O. Box 441428 Phoenix, AZ 85068	
SHEET NO. 1 SECTION 4 DRAWING NO. 100	LYMAN LAKE AZ ELECTRICAL-SITE PLAN DESIGNED BY: JF DRAWN BY: JF CHECKED BY: JF DATE: 11/13-2014-0424

GROUNDING KEY NOTES:

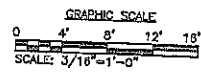
- ① #2 AWG BARE TINNED SOLID COPPER GROUND RING BURIED 30" BELOW GRADE (TYP.)
- ② BOND FENCE & GATE POSTS TO GROUND RING WITH CADWELD CONNECTION (TYP.)
- ③ BOND ALL H-FRAME POSTS TO GROUND RING
- ④ BOND TELCO BUSS BAR TO GROUND RING
- ⑤ BOND TOWER BASE PLATE TO TOWER GROUND RING PER ATC SPECIFICATIONS
- ⑥ PROPOSED GROUND ROD (TYP.)
- ⑦ PROPOSED GROUND ROD WITH INSPECTION WELL
- ⑧ 1-3/4" GROUNDING CONDUIT IN 1" PVC CONDUIT TO GROUND RING
- ⑨ #2 AWG BARE TINNED SOLID COPPER WIRE: 2-HOLE LUG CONNECTION TO GENERATOR BASE FRAME, CADWELD CONNECTION TO GROUND RING (TYP.)

5/8" COPPER CLAD GROUND ROD (TYP.)
 MECHANICAL CONNECTION (TYP.)
 CAD WELD (TYP.)


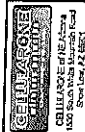

SHELTER GROUNDING RING

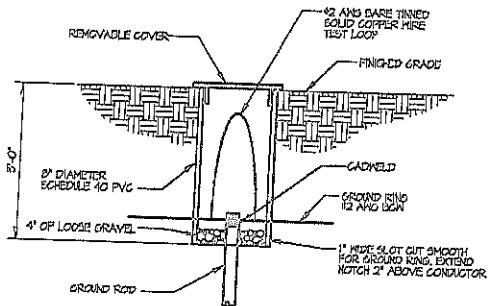
#2 TBCW GROUND RING BURIED
 MIN. 30" BELOW GRADE

TOWER GROUNDING RING

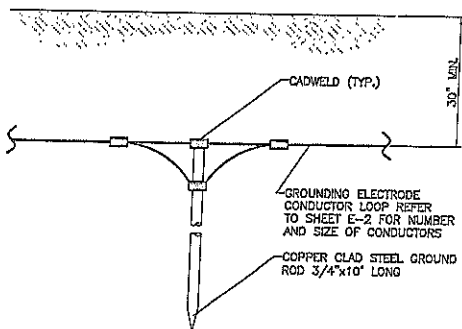


GROUNDING SITE PLAN
 SCALE: 3/16" = 1'-0"

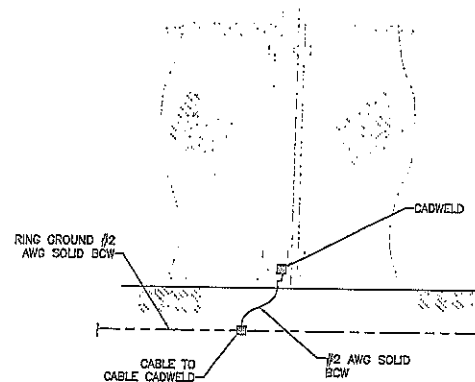
11200 WESTHEIMER SUITE 890 HOUSTON, TEXAS 77042 TEL: 281-870-8227 FAX: 281-870-8725 	
AMERICAN TOWER CORPORATION 1899 LELAND DRIVE SUITE A MARIETTA, GA 30067	
 CELLULAR ONE 1400 South West Loop West Fort Worth, TX 76102	
DATE: _____ DRAWN BY: _____ CHECKED BY: _____	REVISION 1. _____ 2. _____ 3. _____
LYMAN LAKE AZ GROUNDING SITE PLAN	
308/113-294-3424 	



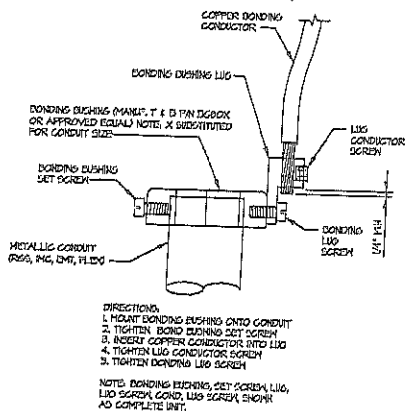
GROUND ROD INSPECTION WELL
NOT TO SCALE



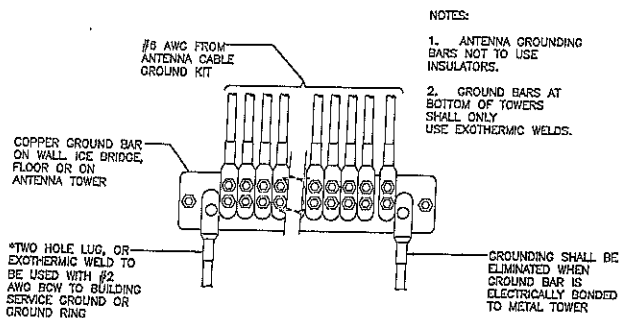
GROUND ROD DETAILS
NOT TO SCALE



FENCE GROUNDING
NOT TO SCALE



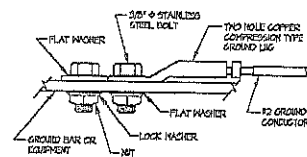
CONDUIT BOND/GROUND BUSHING
NOT TO SCALE



INSTALLATION OF GROUND WIRE TO COAX CABLE GROUND BAR
NOT TO SCALE

NOTES:

1. ANTENNA GROUNDING BARS NOT TO USE INSULATORS.
2. GROUND BARS AT BOTTOM OF TOWERS SHALL ONLY USE EXOTHERMIC WELDS.



MECHANICAL GROUND CONNECTION
NOT TO SCALE

11200 WESTHEIMER
SUITE B510
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728



AMERICAN TOWER CORPORATION
1638 LELAND DRIVE
SUITE A
MARIETTA, GA 30067

GENIUS ENGINEERING
1400 SOUTH WILSON AVENUE
SUITE 100
MESA, AZ 85202
PH: 480.948.5572

DATE	DESCRIPTION
4/17/13	ISSUED FOR PERMITS

LYMAN LAKE AZ
GROUNDING DETAILS

DATE	DESCRIPTION
4/17/13	ISSUED FOR PERMITS

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Community Development Department

Date: 7/15/2013 Signature:



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

Consider and possibly approve a Conditional Use Permit for CellularOne Communications to build a 180' self supporting telecommunications tower in Witch Well Ranches. Property is located near St. Johns, AZ 205-13-064

Date and/or Time Needed: 8/05/2013 Consent Agenda

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Signature of Clerk of the Board: _____

APACHE COUNTY, ARIZONA CONDITIONAL USE PERMIT APPLICATION

Owner/Applicant name: CellularOne Communications

Address: PO Box 44817, Rio Rancho, NM 87174

Telephone: 602-330-5150

- Description of "Conditional Use(s)" allow CellularOne Communications to build a 180' self supporting telecommunications tower in Witch Well Ranches, Unit 2, Lot 35A. Property is located near St. Johns, AZ. 205-13-064.

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

Assessor's Parcel Number: 205-13-064

Legal description or location of applicable property: Sec 26 T17N R 29E

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

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

Date: 7/11/2013

Commission Action: Approved

Comments: If the tower becomes unuseable at any time
It must be removed.

Planning & Zoning Commission Signature: [Signature] Date: 7/11/13

Board of Supervisors Action: _____

_____ Date: _____

_____ Date: _____
County Supervisor

ATTEST: _____ Date: _____
County Clerk



CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Sean Milks
 Mailing Address 1015 Cottonwood place
Albuquerque, NM 87107
 Contact Person Sean Milks
 Phone 602-330-5000 Fax _____
 Email Sean@Thef56.com

PROPERTY INFORMATION

Assessor's Parcel # 205-13-064
 Township 17N Range 29E Section 26
 Subdivision Witchwell Ranches.
 Unit # 2 Lot # 35A
 Address/Location Mile post 340.5
Highway 191
Saint Johns, AZ 85936
 Existing Zoning r/A
 Existing Land Use ~~Rural~~ VL-undev-Rural
 Lot Size 40 Acre.

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

A New 180' self support
tower for Cellular one
Communications. The proposed
tower could Accomodate additional
wireless carriers.

Temporary Use: Yes No

OFFICE USE ONLY

Received By _____ Date _____
 Receipt # _____ Fee _____
 Permit # _____
 Related Cases _____
 Appeal Filed By _____ Date _____
 Receipt # _____ Fee _____

SUBMITTAL CHECKLIST

Pre-application meeting with a staff planner in the Planning and Zoning Division.

Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)

Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners within 300 feet of subject property. Seventeen copies of all plans and drawings.

Map to property.

A non-refundable filing fee.

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

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

[Signature] Date 5-9-13

Signature of Property Owner (if not the applicant)

_____ Date _____

COMMISSION ACTION

Approved with Conditions (see attachments) _____ Denied _____
 Resolution # _____ Date _____

BOARD ACTION

Approved with Conditions (see attachments) _____ Denied _____
 Ordinance # _____ Date _____

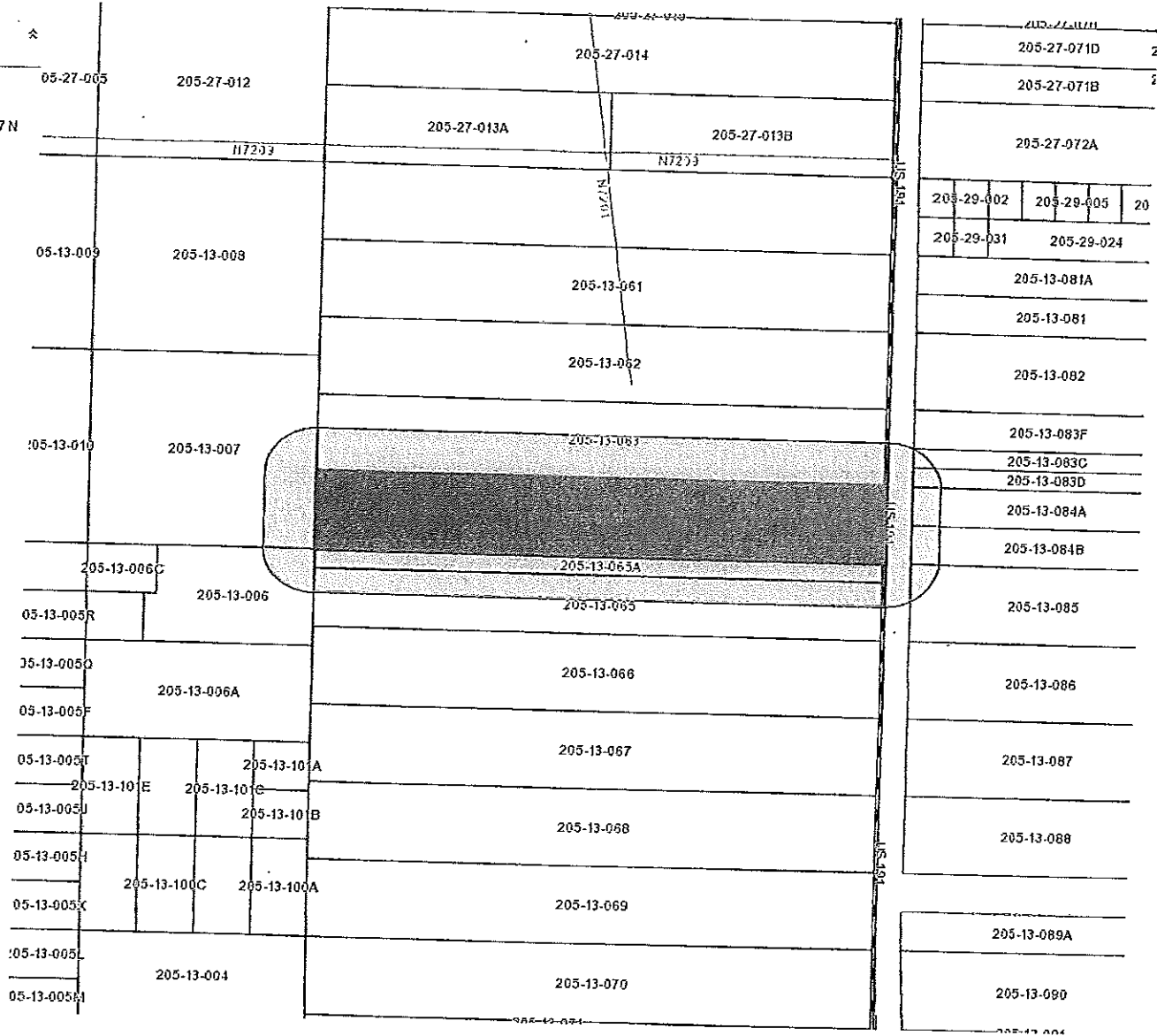
Layers

- Buffer 1
- Highways
- Dist/In RDS
- County Roads
- BIA Paved Roads
- BIA Gravel Roads
- Forest Service Roads
- Rail Road
- Power Plants
- Eager
- Eager City Limits
- Springerville
- Springerville City Limits
- St. Johns

TOWNSHIP 17 N
RANGE 29 E SECTION 22

Properties

Name	Value
PARCEL_NUM	205-13-084
RANGE	RANGE 29 E
SEC_NO	SECTION 26
TOWNSHIP	TOWNSHIP 17 N
URL	



FLAGSHIP GROUP INC.,

PO Box 44817

Rio Rancho, NEW MEXICO 87174

(602) 330-5150

(505) 994-4172 FAX

May 9, 2013

Billanti John A (Example for Citizen Participation plan)
2621 Sun Gold Drive
Las Vegas, NV 89134

Dear Land owner,

Pursuant to the Apache County Zoning Ordinance, our client Cellular One would like to inform you that they are proposing an wireless telecommunication facility. The design is a 180 ft structure.

The specifics of the project are as follows:

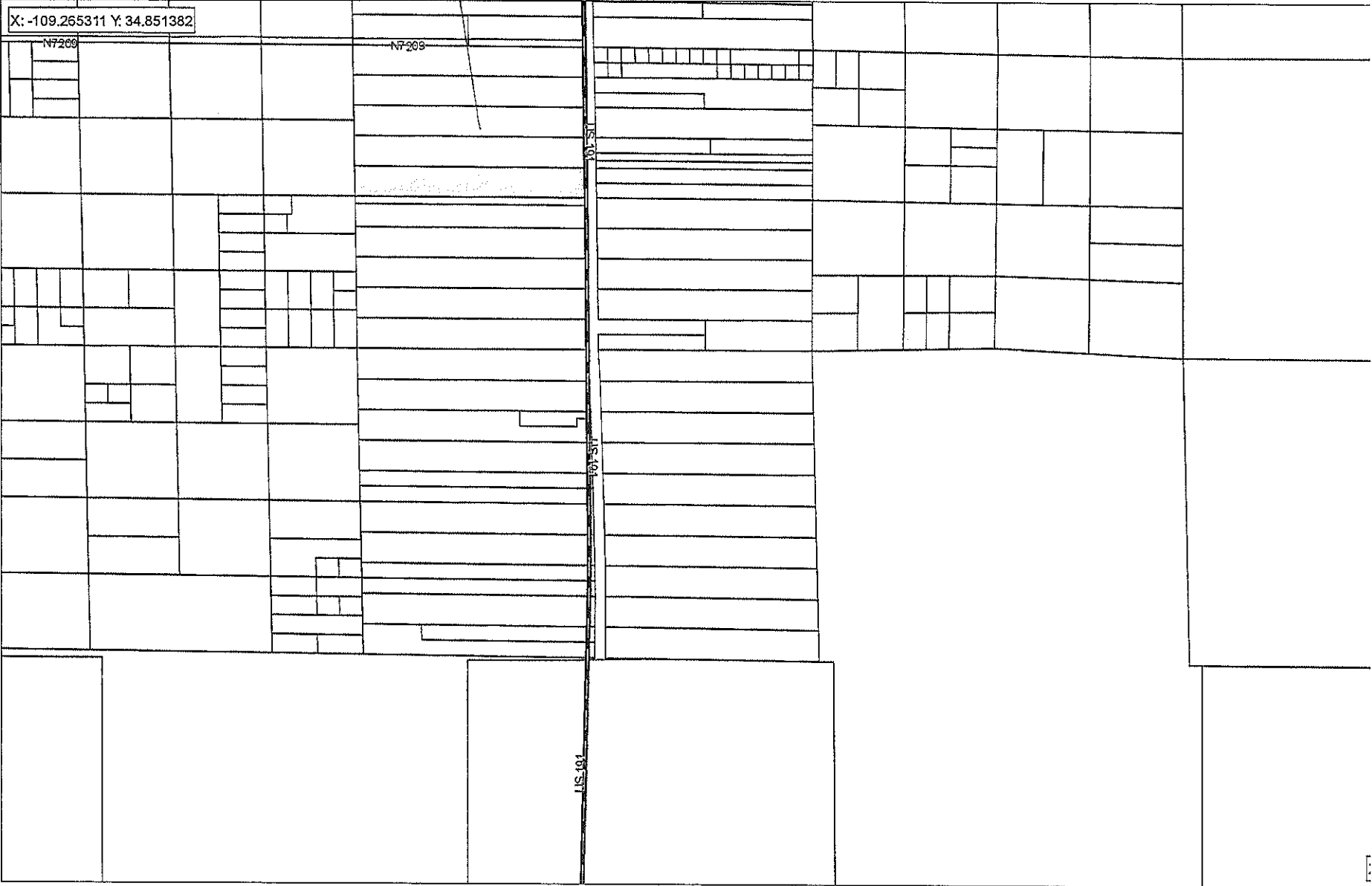
- The location of the proposed facility is Mile Post 340.5, Highway 191 Saint Johns, Arizona 85936
- The 180 foot self support tower is a telecommunication facility is being proposed to expand the Cellular One wireless coverage in the area.
- The proposed facility will be enclosed in the middle of the 40 acres parcel and will be fenced within a 100 X 100 chain link fence.
- All FAA and FCC regulations will be met at this facility. No harmful emissions will be emitted. This is an unmanned facility, requiring maintenance only when needed.

If you have any questions or concerns, please feel free to contact me at any time using the above phone number. My personal e-mail address is Sean@TheFSG.com

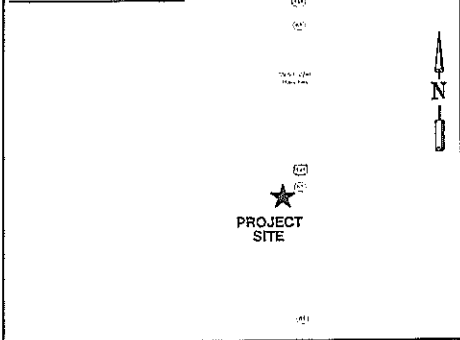
Sincerely,



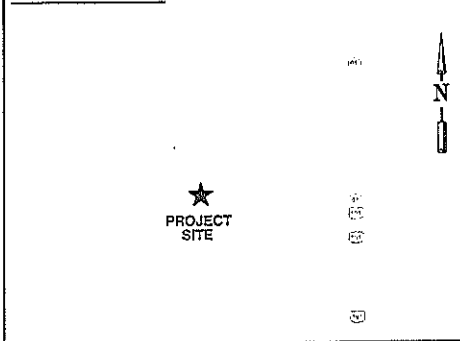
Sean Milks
Project Director
Flagship Group, Inc.



LOCATION MAP



VICINITY MAP



DRIVE DIRECTIONS

FROM PHOENIX, AZ: MERGE ONTO US-60 E TOWARD GLOBE; TURN LEFT ONTO AZ-77 N/US-60 E; CONTINUE TO FOLLOW US-60 E; TURN LEFT ONTO AZ-61 E; SLIGHT RIGHT ONTO AZ-61 E/COMMERCIAL ST; CONTINUE TO FOLLOW AZ-61 E; TURN LEFT; DESTINATION WILL BE ON THE LEFT.

DEPARTMENT	NAME/SIGNATURE	DATE
LAND / TOWER OWNER		
SITE ACQUISITION AGENT		
ZONING/PERMITTING AGENT		
A&E MANAGER		
CONSTRUCTION MANAGER		
RF ENGINEER		

SITE NAME:
WITCH WELL

SITE NUMBER:
AZAP0207C (ATC 280671)

PROJECT DESCRIPTION:
PROPOSED 180 FT. SELF-SUPPORT TOWER

PREPARED FOR:
AMERICAN TOWER CORPORATION

1898 LELAND DRIVE
SUITE A
MARIETTA, GA 30067

CARRIER:



PREPARED BY:



ANTENNAS / MICROWAVES	SECTOR	AZIMUTH	QTY.	MODEL	SIZE	COAX		TYPE
						QTY.	SIZE	
MICROWAVE								
MICROWAVE								
ANTENNA	0	3		X				
ANTENNA	120	3		X				
ANTENNA	240	3		X				

PROJECT INFORMATION

SITE ADDRESS: MILE POST 340.5 HWY 191
SAINT JOHNS, ARIZONA 85936

LATITUDE: 34 50 33 N
LONGITUDE: 109 14 12 W

PARCEL ID: 65A
PARCEL SIZE: 132' X 3318.17'
ZONING: XXXXX
JURISDICTION: APACHE COUNTY

PROPERTY OWNER: MOUNTAIN VALLEY REALTY /HOMELAND
NEW CONSTRUCTION

APPLICANT/TOWER OWNER: AMERICAN TOWER CORPORATION
1898 LELAND DRIVE, SUITE A
MARIETTA, GA 30067

ENGINEER/DESIGNER: GIVE CONSULTING, INC.
11200 WESTHEIMER ROAD, STE 890
HOUSTON, TX 77042
PHONE: 281-870-8727
FAX: 281-870-8728

CARRIER: CELLULARONE OF NE ARIZONA
1500 SOUTH WHITE MOUNTAIN ROAD
SHOW LOW, AZ 85901
PHONE: 928-537-0690

OCCUPANCY: EQUIPMENT CABINET NEW
TOWER NEW

CONSTRUCTION TYPE: EQUIPMENT CABINET N/A
TOWER N/A

CELLULARONE LEASE AREA: XXXXX S.F.

POWER: XXXXX

TELCO: XXXXX

DRAWING INDEX

- T-1 TITLE SHEET & PROJECT INFORMATION
- SURVEY
- C-1 GENERAL NOTES
- C-2 OVERALL SITE PLAN
- C-3 DETAILED SITE PLAN
- C-4 TOWER ELEVATION & DETAILS
- C-5 GRADING, SEDIMENT & EROSION CONTROL PLAN
- C-6 GRADING, SEDIMENT & EROSION CONTROL DETAILS
- C-7 GRADING, SEDIMENT & EROSION CONTROL VEGETATION SPECS
- C-8 SITE SIGNAGE
- C-9 FENCE DETAILS
- C-10 ATC GENERATOR FOUNDATION DETAILS
- L-1 TREE PROTECTION / REMOVAL PLAN
- L-2 LANDSCAPE PLAN
- E-1 ELECTRICAL SPECS & ONE-LINE DIAGRAM
- E-2 ELECTRICAL SITE PLAN
- E-3 GROUNDING SITE PLAN
- E-4 GROUNDING DETAILS
- E-5 UTILITY FRAME DETAILS

11200 WESTHEIMER
SUITE 890, TEXAS 77042
PHONE: 281.870.8727
FAX: 281.870.8728

GIVE
consulting Inc.

AMERICAN TOWER CORPORATION
MILE POST 340.5 HWY 191
SAINT JOHNS, AZ 85936

CELLULARONE
WIRELESS NETWORKS
1500 SOUTH WHITE MOUNTAIN ROAD
SHOW LOW, AZ 85901
PHONE: 928-537-0690

DATE: 11/20/13
ISSUED FOR REVIEW

WITCH WELL
TITLE SHEET & PROJECT INFORMATION

DESIGNED: []
DRAWING: []
CHECKED: []

109/113-204-5425

T1

GENERAL NOTES:

1. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
3. THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.
4. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
5. SITE GROUNDING SHALL COMPLY WITH AMERICAN TOWER GROUNDING STANDARDS, LATEST EDITION, WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT THEY SHALL GOVERN. GROUNDING SHALL BE COMPLETED BEFORE ERECTION OF THE TOWER.
6. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.
8. ANY DAMAGE TO ADJACENT PROPERTY SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENTS HAVE REQUESTED THAT GROUPS OF TWO OF THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.
10. CONSTRUCTION MANAGER WILL CONFIRM FAA APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.
11. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE SPECIFICATIONS AND TOWER DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
12. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
13. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
14. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.
15. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
16. SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE YEAR PERIOD.
17. FOR ITEMS THAT SHALL BE PROVIDED BY THE OWNER & INSTALLED BY THE CONTRACTOR, SEE "OWNER SUPPLIED MATERIAL LIST" INSERTED IN THIS DRAWING PACKAGE.
18. PERMITS: OBTAIN AND PAY FOR REQUIRED PERMITS, LICENSES, FEES, INSPECTIONS, ETC.
19. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
20. THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN PACKAGE.

EXCAVATION & GRADING NOTES:

1. ALL CUT AND FILL SLOPES SHALL BE 3:1 MAXIMUM.
2. ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
3. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
4. ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OF CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
5. AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
6. BACK FILL SHALL BE:
 - APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND, GRAVEL OR SOFT SHALE;
 - FREE FROM CLODS OR STONES OVER 2-1/2" MAXIMUM DIMENSIONS;
 - IN LAYERS AND COMPACTED.
7. SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTION. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPERS TO 95% OF MAXIMUM DENSITY, AT THE OPTIMUM MOISTURE CONTENT ±2% AS DETERMINED BY ASTM DESIGNATION D-698, UNLESS OTHERWISE APPROVED. SUCH BACK FILL SHALL NOT BE PLACED BEFORE 3 DAYS AFTER PLACEMENT OF CONCRETE.
8. THE FOUNDATION AREA SHALL BE GRATED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING. THE FINAL GRADE SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
9. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
10. FILL PREPARATION:
 - REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL. SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE. WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL, HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-COONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.
11. REPLACE THE EXISTING WEARING SURFACE ON AREAS WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION OPERATIONS. SURFACE SHALL BE REPLACE TO MATCH EXISTING ADJACENT SURFACING AND SHALL BE OF THE SAME THICKNESS. NEW SURFACE SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATERIAL, OF OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL RESURFACING MATERIAL AS REQUIRED. BEFORE SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
12. PROTECT EXISTING SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGE GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
13. DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED / REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
14. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
15. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
16. RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRAGILE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCE.

LEGEND:

- FENCE
- CONTOUR LINE
- PROPERTY LINE / ROW
- LEASE AREA
- EASEMENT
- DISCONNECT SWITCH
- METER
- CIRCUIT BREAKER
- CODED NOTE NUMBER
- CHEMICAL GROUND ROD
- GROUND ROD
- GROUND ROD WITH INSPECTION SLEEVE
- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION
- GROUND WIRE

11200 WESTHEIMER
SUITE 890 TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728



AMERICAN TOWER CORPORATION
MILE POST 340.5 HIGHWAY 191
SAINT JOHNS, AZ 85936

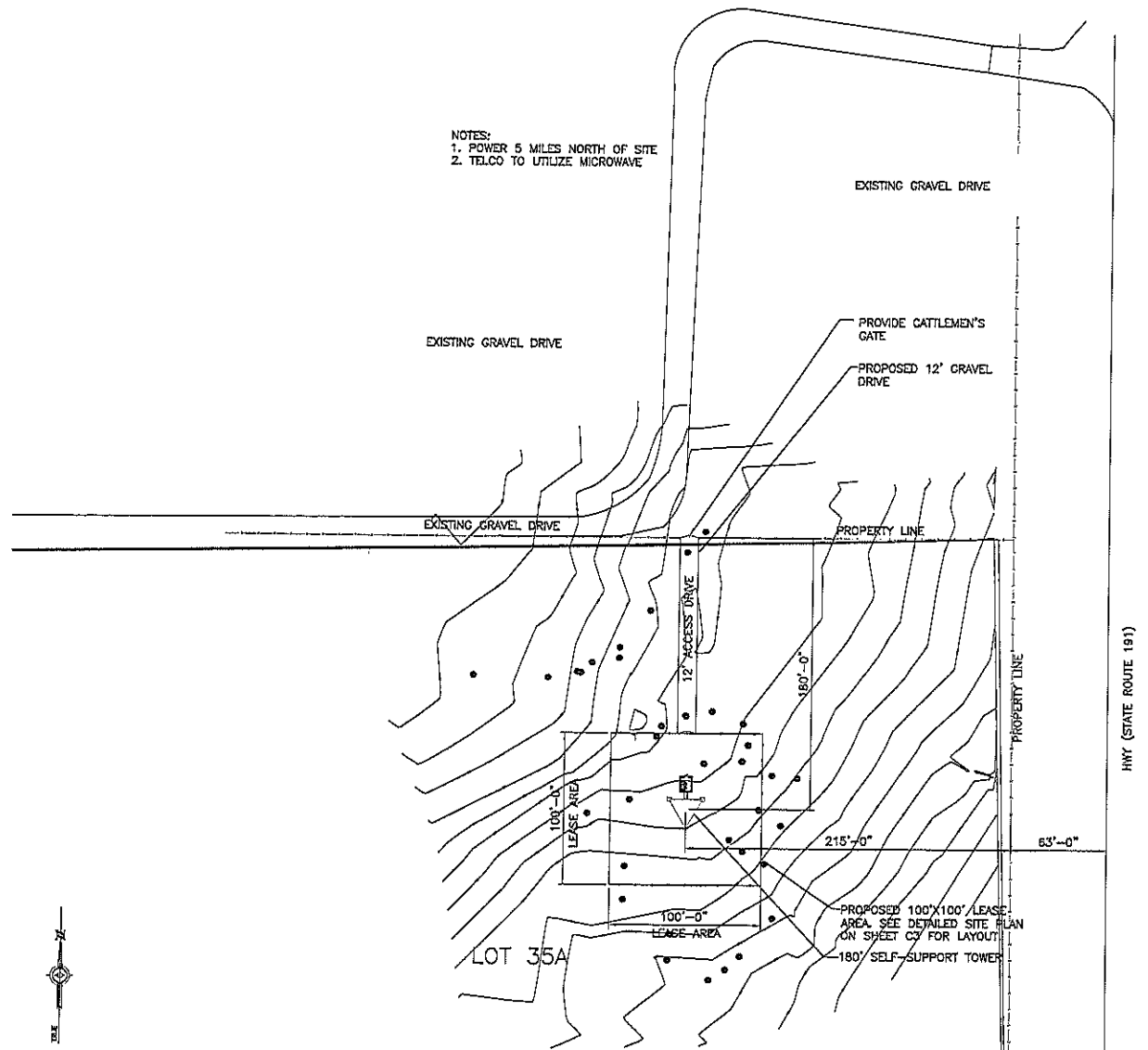
CELLULAR ONE
WINDFARM
CELLS/ANTENNAE ARE LOCATED
1500 East Wala Mountain Road
PO BOX 125457
DENVER, CO 80212

NO.	DATE	REVISION
1	4/27/2010	ISSUED FOR BIDDING

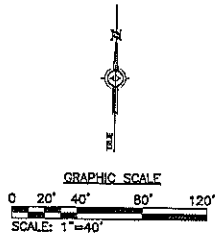
WITCH WELL
GENERAL NOTES

DESIGNED: SW RPT
CHECKED: SW RPT
JOB#113-204-8423

NOTES:
 1. POWER 5 MILES NORTH OF SITE
 2. TELCO TO UTILIZE MICROWAVE



OVERALL SITE PLAN
 SCALE: 1" = 40'-0"



11200 WESTHEIMER
 SUITE 890
 HOUSTON, TEXAS 77042
 PH: 281.870.8727
 FAX: 281.870.8728



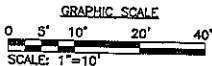
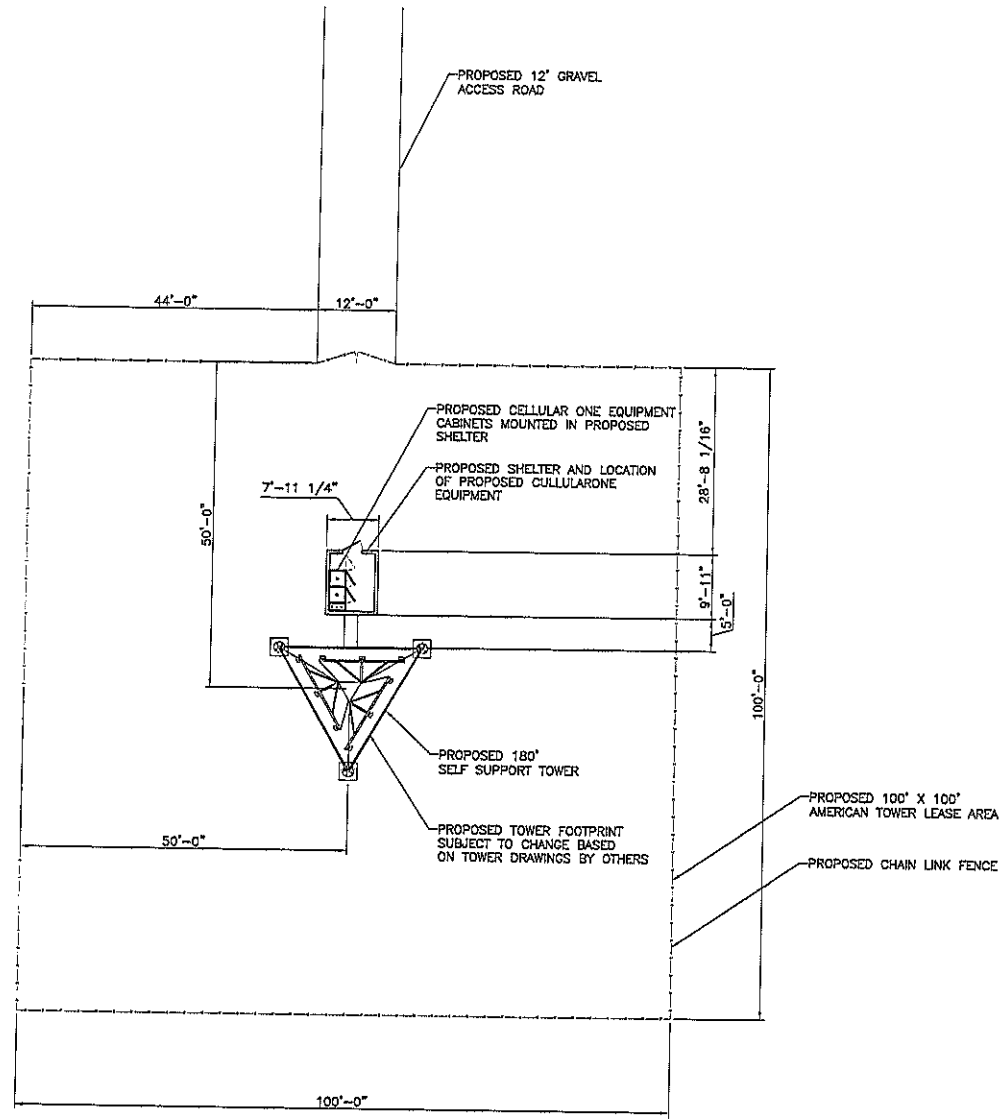
AMERICAN TOWER CORPORATION
 MILE POST 340.5 HWY 191
 SAINT JOHNS, AZ 85936

CELLS & HOME WIRELESS
 CELLULAR & HOME WIRELESS
 1500 South West Mountain Road
 Phoenix, AZ 85027

NO.	DATE	DESCRIPTION
1	4/27/13	ISSUED FOR REVIEW

SITE NAME: WITCH WELL
 OVERALL SITE PLAN

DESIGNED BY: [Blank]
 DRAWN BY: [Blank]
 CHECKED BY: [Blank]
 JOB#: 113-204-0428



DETAILED SITE PLAN
SCALE: 1" = 10'-0"

11200 WESTHEIMER
SUITE B90
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728



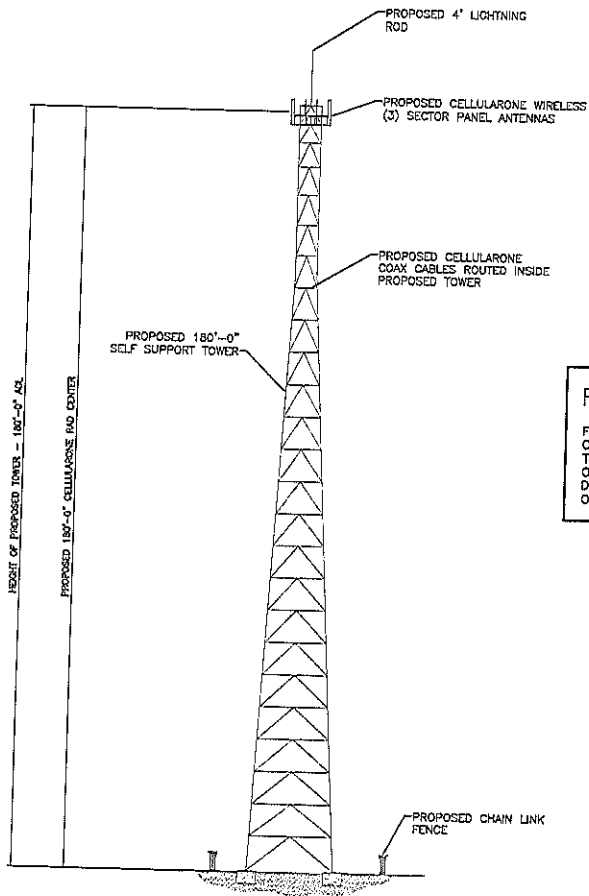
AMERICAN TOWER CORPORATION
MILE POST 340.5 HWY 191
SAINT JOHNS, AZ 85936

CELLULAR ONE
CELLULAR ONE AMERICA
15001 S. WILLOW AVE
SCOTTSDALE, AZ 85251
PH: 480.433.4200

NO.	DATE	REVISION
1	4/27/15	ISSUED FOR REVIEW

WITCH WELL
DETAILED SITE PLAN

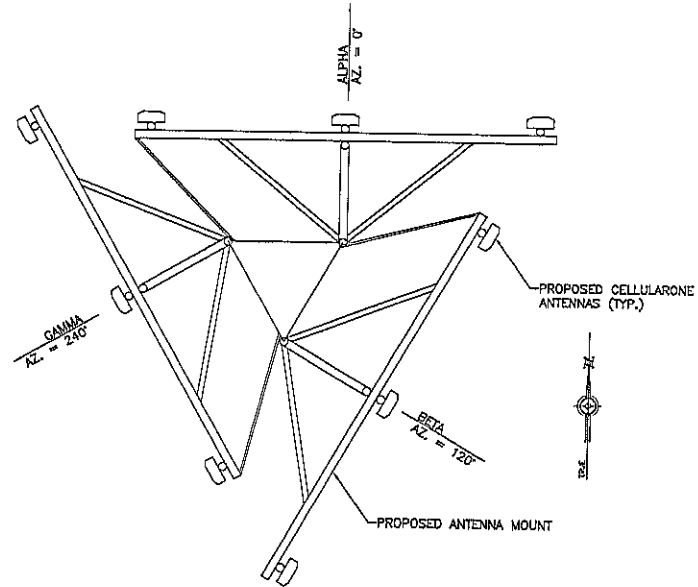
DESIGNED BY: []
DRAWN BY: []
CHECKED BY: []
JOB#: 113-204-5423



TOWER ELEVATION
N.T.S.

FAA LIGHTING NOTE:

FAA LIGHTING IS NOT REQUIRED BASED ON THE OVERALL HEIGHT OF THE PROPOSED TOWER. PRIOR TO PERMITTING AND CONSTRUCTION THE TOWER OWNER SHALL CONDUCT AN FAA STUDY TO DETERMINE IF TOWER LIGHTING IS REQUIRED BASED ON THE PROXIMITY TO NEARBY AIRPORTS



ANTENNA ORIENTATION DETAIL
N.T.S.

11200 WESTHEIMER
SUITE 850
HOUSTON, TEXAS 77042
PHONE: 281.870.8727
FAX: 281.870.8728



AMERICAN TOWER CORPORATION
MILE POST 340.5 HWY 191
SAINT JOHNS, AZ 85936

CELLULARONE
WITCHWELL
CELLULARONE WITCHWELL
1500 SOUTH WYOMING AVENUE
SHOW LOW, AZ 85901
PHONE: 520.297.0000

DATE	DESCRIPTION
11/27/13	ISSUED FOR REVIEW

WITCHWELL
TOWER ELEVATION AND DETAILS

DESIGNED BY: FBM
DRAWN BY: FBM
CHECKED BY: FBM
JOB# 113-204-043

AMERICAN TOWER GRAVEL SURFACING NOTES:

THE PROPOSED ACCESS ROAD OUTSIDE THE FENCED COMPOUND SHALL BE SURFACED AS FOLLOWS:

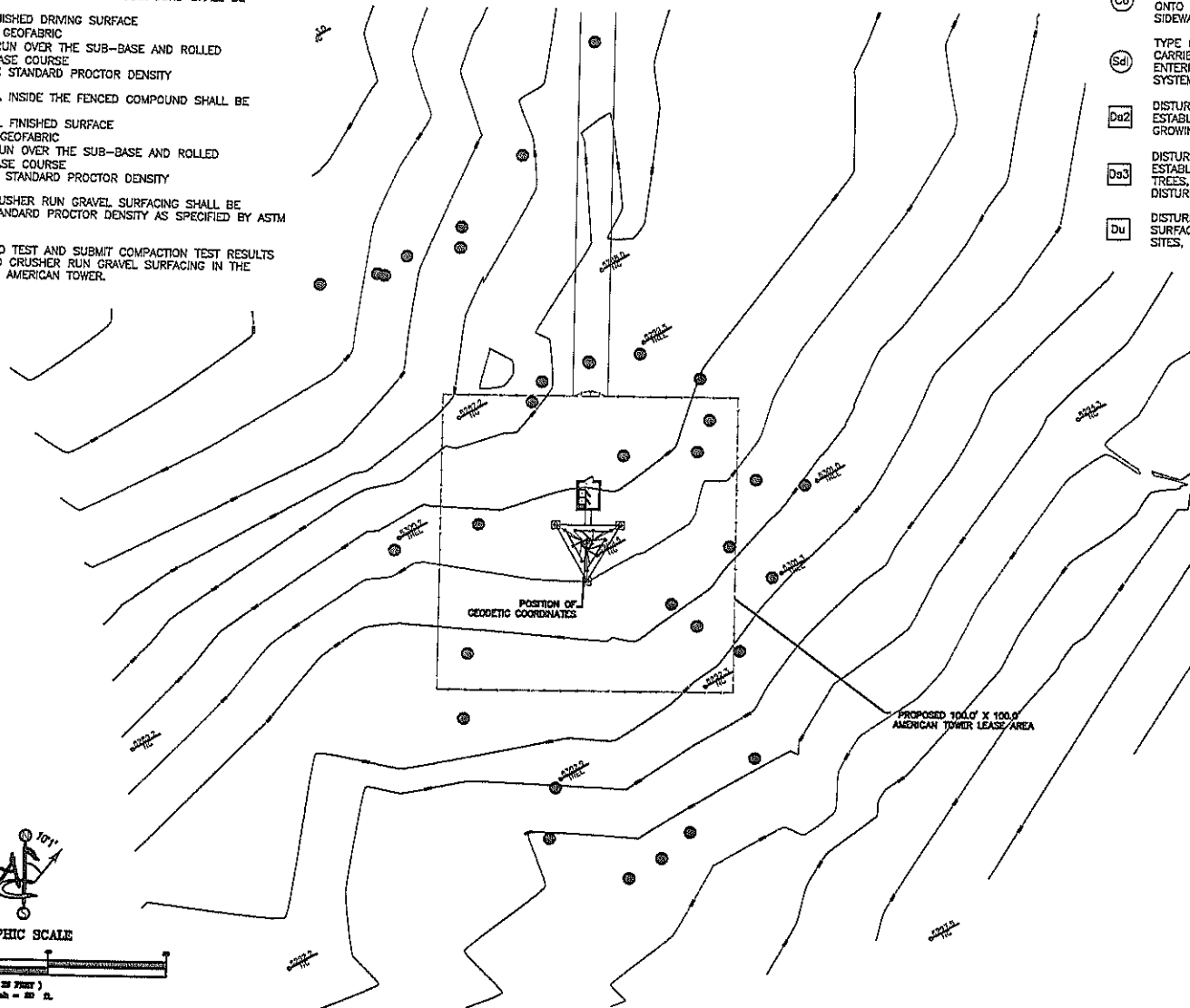
- MINIMUM 4" CRUSHER RUN FINISHED DRIVING SURFACE
- MIRAFI 500X (OR EQUIVALENT) GEOFABRIC
- 2" TO 3" MINIMUM CRUSHER RUN OVER THE SUB-BASE AND ROLLED
- 3" #3 GRAVEL ROLLED SUB-BASE COURSE
- SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY

THE PROPOSED EQUIPMENT AREA INSIDE THE FENCED COMPOUND SHALL BE SURFACED AS FOLLOWS:

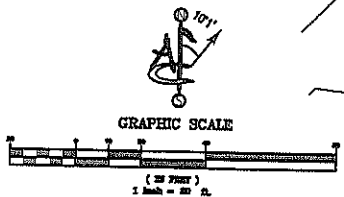
- 2" TO 3" MINIMUM #57 GRAVEL FINISHED SURFACE
- MIRAFI 500X (OR EQUIVALENT) GEOFABRIC
- 2" TO 3" MINIMUM CRUSHER RUN OVER THE SUB-BASE AND ROLLED
- 3" #3 GRAVEL ROLLED SUB-BASE COURSE
- SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY

ALL EXISTING SUBGRADE AND CRUSHER RUN GRAVEL SURFACING SHALL BE COMPACTED TO 95% MINIMUM STANDARD PROCTOR DENSITY AS SPECIFIED BY ASTM D698 AND AASHTO T99.

THE CONTRACTOR IS REQUIRED TO TEST AND SUBMIT COMPACTION TEST RESULTS FOR ALL EXISTING SUBGRADE AND CRUSHER RUN GRAVEL SURFACING IN THE CLOSEOUT PACKAGE SUPPLIED TO AMERICAN TOWER.



- Co** CONSTRUCTION EXIT - TO REDUCE OR ELIMINATE THE TRANSPORT OF MUD FROM THE CONSTRUCTION AREA ONTO PUBLIC RIGHT-OF-WAYS, STREETS, ALLEYS, SIDEWALKS, OR PARKING AREAS.
- Sd1** TYPE C SEDIMENT BARRIER - TO PREVENT ANY SEDIMENT CARRIED BY SHEET FLOW FROM LEAVING THE SITE AND ENTERING NATURAL DRAINAGE WAYS OR STORM DRAINAGE SYSTEMS.
- Du2** DISTURBED AREA STABILIZATION (TEMPORARY) - TO ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDING ON DISTURBED AREAS.
- Du3** DISTURBED AREA STABILIZATION (PERMANENT) - TO ESTABLISH A PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES, SOD, OR LEGUMES ON DISTURBED AREAS.
- Du** DISTURBED AREA DUST CONTROL - TO CONTROL THE SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITES, ROADWAYS, AND SIMILAR SITES.



GRADING & EROSION CONTROL PLAN
SCALE: 1" = 20'-0"

11200 WESTHEIMER
SUITE 800
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728

ONE
CONSTRUCTION

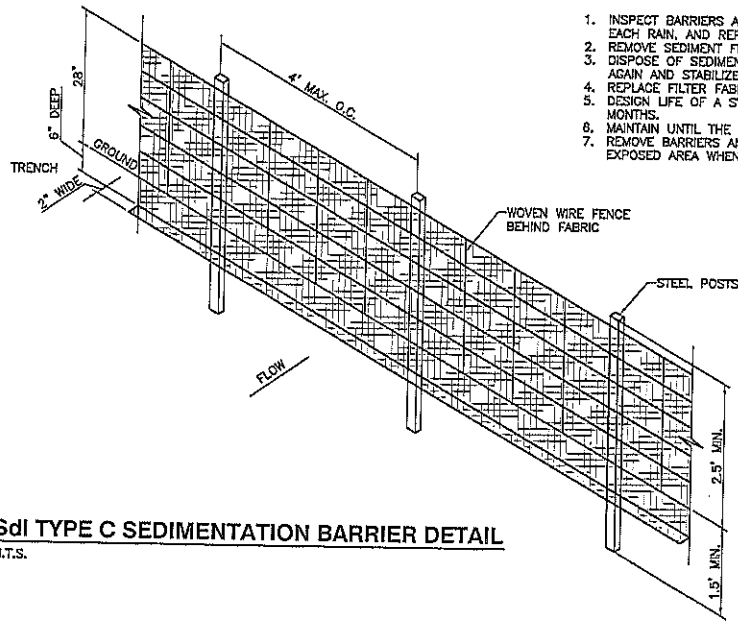
AMERICAN TOWER CORPORATION
MILE POST 340.5 HWY 191
SAINT JOHNS, AZ 85936

SETUZZA ONE
CORPORATION
CELLULARS OF NE ALAZA
150 South West Alvarado Road
Phoenix, AZ 85007

REV.	DATE	DESCRIPTION
A	3/29/13	ISSUED FOR REVIEW

WITCH WELL
GRADING, SEDIMENT & EROSION CONTROL PLAN

DESIGNED BY: [Signature]
DRAWN BY: [Signature]
CHECKED BY: [Signature]

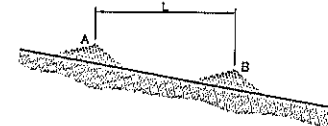


SdI TYPE C SEDIMENTATION BARRIER DETAIL
N.T.S.

MAINTENANCE:

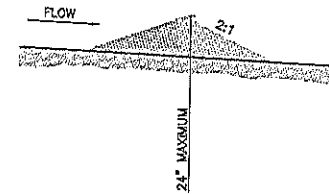
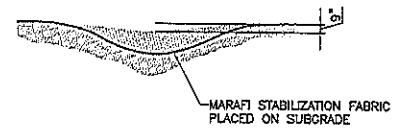
1. INSPECT BARRIERS AT THE END OF EACH WORKING DAY, OR AFTER EACH RAIN, AND REPAIR OR CLEAN AS NECESSARY.
2. REMOVE SEDIMENT FROM BARRIER WHEN TWO-THIRDS FULL.
3. DISPOSE OF SEDIMENT SO THAT IT WILL NOT ENTER THE BARRIER AGAIN AND STABILIZE IT WITH VEGETATION.
4. REPLACE FILTER FABRIC WHEN DETERIORATED.
5. DESIGN LIFE OF A SYNTHETIC SILT FENCE IS APPROXIMATELY 6 MONTHS.
6. MAINTAIN UNTIL THE PROJECT IS VEGETATED OR OTHERWISE STABILIZED.
7. REMOVE BARRIERS AND ACCUMULATED SEDIMENT AND STABILIZE THE EXPOSED AREA WHEN THE PROJECT IS STABILIZED.

L = THE DISTANCE SUCH THAT POINTS A AND B ARE OF EQUAL ELEVATION



SPACING BETWEEN CHECK DAMS

STONE CHECK DAM



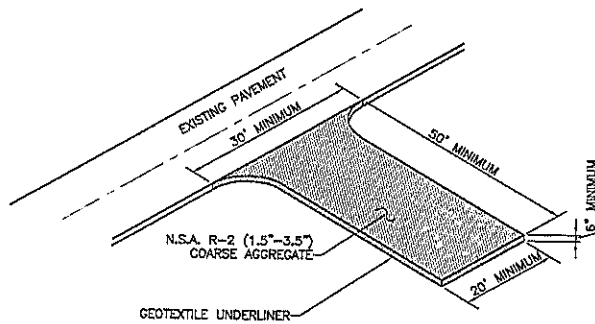
NOTES:

1. CHECK DAMS TO BE CONSTRUCTED OF GRADED SIZE 2 - 10 INCH STONE. MECHANICAL OR HAND PLACEMENT SHALL BE REQUIRED TO INSURE COMPLETE COVERAGE OF ENTIRE WIDTH OF DITCH OR SWALE AND THAT CENTER OF DAM IS LOWER THAN EDGES.
2. SEDIMENT TO BE REMOVED WHEN A LEVEL OF 1/2 THE ORIGINAL DAM HEIGHT OR LESS IS REACHED. REMOVE CHECK DAMS AT COMPLETION OF PROJECT AND TREAT RESULTING DISTURBED AREAS AS REQUIRED.

Cd CHECK DAM
N.T.S.

MAINTENANCE:

1. PERIODICALLY DRESS WITH 1.5"-3.5" STONE.
2. MAINTAIN IN A CONDITION THAT WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY.
3. IMMEDIATELY REMOVE MUD AND DEBRIS TRACKED OR SPILLED ONTO ROADWAYS.



Co CONSTRUCTION EXIT DETAIL
N.T.S.

11200 WESTHEIMER
SUITE 690
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728



AMERICAN TOWER CORPORATION
MILE POST 34.0.5 HIGHWAY 191
SAINT JOHNS, AZ 85936

CELLULOSE FIBER
CELLULOSE FIBER
CELLULOSE FIBER
1500 S. W. 10th St. Fort
St. John, AZ 85936
Phone: 858-537-6559

REV.	DATE	DESCRIPTION
A	4/28/15	ISSUED FOR REVIEW

WITCH WELL
GRADING, SEDIMENT & EROSION
CONTROL DETAILS

DESIGNER
DRAWN
CHECKED: 12/2

1094713-204-0425

PIEDMONT VEGETATION COVERS

CALENDAR MONTH	TEMPORARY SEED	APPLICATION RATE/ACRE	PERMANENT SEED	APPLICATION RATE/ACRE
1. JANUARY	RYE GRASS	40-50 LB.	UNHULLED BERMUDA SERICEA LESPEDEZA ²	8-10 LB. 30-40 LB. ¹
2. FEBRUARY			UNHULLED BERMUDA SERICEA LESPEDEZA ² FESCUE	8-10 LB. 30-40 LB. 30-50 LB.
3. MARCH	RYE ANNUAL LESPEDEZA WEEPING LOVE GRASS	2-3 BU. 20-25 LB. 4-6 LB.	UNHULLED BERMUDA SERICEA LESPEDEZA FESCUE	8-10 LB. 30-40 LB. 30-50 LB.
4. APRIL	RYE BROWN TOP MILLET ANNUAL LESPEDEZA SUDAN ANNUAL	2-3 BU. 30-40 LB. 20-25 LB. 35 LB.	WEEPING LOVE GRASS HULLED BERMUDA BAHIA	4-6 LB. 5-6 LB. 40-60 LB.
5. MAY	WEEPING LOVE GRASS SUDAN GRASS BROWN TOP MILLET	4-6 LB. 35 LB. 30-40 LB.	WEEPING LOVE GRASS HULLED BERMUDA BAHIA	4-6 LB. 5-6 LB. 40-60 LB.
6. JUNE	WEEPING LOVE GRASS SUDAN GRASS BROWN TOP MILLET	4-6 LB. 35 LB. 30-40 LB.	WEEPING LOVE GRASS HULLED BERMUDA BAHIA	4-6 LB. 5-6 LB. 40-60 LB.
7. JULY	WEEPING LOVE GRASS SUDAN GRASS BROWN TOP MILLET	4-6 LB. 35 LB. 30-40 LB.		
8. AUGUST	RYE GRASS WEEPING LOVE GRASS	40-50 LB. 4-6 LB.		
9. SEPTEMBER			TALL FESCUE	30-50 LB.
10. OCTOBER	WHEAT	2-3 BU.	UNHULLED BERMUDA SERICEA LESPEDEZA ² FESCUE	8-10 LB. 30-40 LB. 30-50 LB.
11. NOVEMBER	WHEAT	2-3 BU.	UNHULLED BERMUDA SERICEA LESPEDEZA FESCUE	8-10 LB. 30-40 LB. 30-50 LB.
12. DECEMBER	RYE RYE GRASS WHEAT	2-3 BU. 40-50 LB. 2-3 BU.	UNHULLED BERMUDA SERICEA LESPEDEZA FESCUE	8-10 LB. 30-40 LB. 30-50 LB.

¹ USE A MINIMUM OF 40 LB. SCARIFIED SEED. THE REMAINDER MAY BE UNSCARIFIED, CLEAN HULLED SEED.

² USE EITHER COMMON SERALA OR INTERSTATE SERICEA LESPEDEZA.

Ds2 DISTURBED AREA STABILIZATION
(WITH TEMPORARY SEEDING)

Ds3 DISTURBED AREA STABILIZATION
(WITH PERMANENT VEGETATION)

GENERAL

THIS VEGETATIVE PLAN WILL BE CARRIED OUT ON ROAD CUT AND FILL SLOPES, SHOULDERS, AND OTHER CRITICAL AREAS CREATED BY CONSTRUCTION. SEEDING WILL BE DONE AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. PLANTING WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGE FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY AND BEAUTY OF THE DEVELOPMENT AREA.

SOIL CONDITIONS

DUE TO GRADING AND CONSTRUCTION, THE AREAS TO BE TREATED ARE MAINLY SUBSOIL AND SUBSTRATES. FERTILITY IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIAL ARE UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.

TREATMENT SPECIFICATIONS

HYDRAULIC SEEDING EQUIPMENT: WHEN HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS USED, NO GRADING AND SHAPING OR SEEDBED PREPARATION WILL BE REQUIRED. THE FERTILIZER, SEED AND WOOD CELLULOSE FIBER MULCH WILL BE MIXED WITH WATER AND APPLIED IN A SLURRY. ALL SLURRY INGREDIENTS MUST BE COMBINED TO FORM A HOMOGENOUS MIXTURE, AND SPREAD UNIFORMLY OVER THE AREA WITHIN ONE HOUR AFTER MIXTURE IS MADE. STRAW OR HAY MULCH AND ASPHALT EMULSION WILL BE APPLIED WITH BLOWER-TYPE MULCH SPREADING EQUIPMENT WITHIN 24 HOURS AFTER SEEDING. THE MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA, LEAVING ABOUT 25 PERCENT OF THE GROUND SURFACE EXPOSED. THE PER ACRE APPLICATION RATES ARE AS FOLLOWS:

A. SEEDING WITH MULCH: (HYDRAULIC SEEDING EQUIPMENT ON SLOPES 3:1 AND STEEPER)

AGRICULTURAL LIMESTONE #75	4000 LBS/ACRE
FERTILIZER, 5-10-15	1500 LBS/ACRE
MULCH (STRAW OR HAY) OR WOOD CELLULOSE FIBER MULCH	5000 LBS/ACRE 1000 LBS/ACRE

SEED SPECIES	APPLICATION RATE/ACRE	PLANTING DATES
SERICEA LESPEDEZA, SCARIFIED WEEPING LOVE GRASS, OR COMMON BERMUDA, HULLED	60 LBS. 4 LBS. 6 LBS.	3/1 - 6/15
FESCUE SERICEA LESPEDEZA, UNSCARIFIED	40 LBS. 60 LBS.	9/1 - 10/31
FESCUE SERICEA LESPEDEZA, UNSCARIFIED RYE	40 LBS. 75 LBS. 50 LBS.	11/1 - 2/28
HAY MULCH FOR TEMPORARY COVER	5000 LBS.	6/15 - 8/31

B. TOP DRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL

FERTILIZER (AMMONIUM NITRATE 33.5%) 300 LBS./ACRE

C. SECOND-YEAR TREATMENT:

FERTILIZER (0-20-20 OR EQUIVALENT) 500 LBS./ACRE

Ds2 DISTURBED AREA STABILIZATION
(WITH TEMPORARY SEEDING)

Ds3 DISTURBED AREA STABILIZATION
(WITH PERMANENT VEGETATION)

GENERAL

THIS VEGETATIVE PLAN WILL BE CARRIED OUT ON ROAD CUT AND FILL SLOPES, SHOULDERS, AND OTHER CRITICAL AREAS CREATED BY CONSTRUCTION. SEEDING WILL BE DONE AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. PLANTING WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGE FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY AND BEAUTY OF THE DEVELOPMENT AREA.

SOIL CONDITIONS

DUE TO GRADING AND CONSTRUCTION, THE AREAS TO BE TREATED ARE MAINLY SUBSOIL AND SUBSTRATES. FERTILITY IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIAL ARE UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.

TREATMENT SPECIFICATIONS

CONVENTIONAL SEEDING EQUIPMENT: GRADE, SHAPE, AND SMOOTH WHERE NEEDED TO PROVIDE FOR SAFE EQUIPMENT OPERATION AT SEEDING TIME AND FOR MAINTENANCE PURPOSES. THE LIME AND FERTILIZER IN DRY FORM WILL BE SPREAD UNIFORMLY OVER THE AREA IMMEDIATELY BEFORE SEEDBED PREPARATION. A SEEDBED WILL BE PREPARED BY SCARIFYING TO A DEPTH OF 1 TO 4 INCHES AS DETERMINED ON SITE. THE SEEDBED MUST BE WELL PULVERIZED, SMOOTHED, AND FIRMED. SEEDING WILL BE DONE WITH A CULPACKEE-SEEDER, DRILL, ROTARY SEEDER, OR OTHER MECHANICAL OR HAND SEEDER. SEED WILL BE DISTRIBUTED UNIFORMLY OVER A FRESHLY PREPARED SEEDBED AND COVERED LIGHTLY, WITHIN 24 HOURS AFTER SEEDING. STRAW OR HAY MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA, LEAVING ABOUT 25 PERCENT OF THE GROUND SURFACE EXPOSED. MULCH WILL BE SPREAD WITH BLOWER-TYPE MULCH EQUIPMENT OR BY HAND AND ANCHORED IMMEDIATELY AFTER IT IS SPREAD. A DISK HARROW WITH THE DISK SET STRAIGHT OR A SPECIAL PACKER DISK MAY BE USED TO PRESS THE MULCH INTO THE SOIL. THE PER ACRE APPLICATION RATES ARE AS FOLLOWS:

A. SEEDING WITH MULCH: (CONVENTIONAL SEEDING EQUIPMENT ON SLOPES LESS THAN 3:1)

AGRICULTURAL LIMESTONE #75	4000 LBS/ACRE
FERTILIZER, 5-10-15	1500 LBS/ACRE
MULCH (STRAW OR HAY)	5000 LBS/ACRE

SEED SPECIES	APPLICATION RATE/ACRE	PLANTING DATES
HULLED COMMON BERMUDA GRASS	10 LBS.	3/1 - 6/15
FESCUE	50 LBS.	9/1 - 10/31
FESCUE RYE GRASS	50 LBS. 50 LBS.	11/1 - 2/28
HAY MULCH FOR TEMPORARY COVER	5000 LBS.	6/15 - 8/31

B. TOP DRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL

FERTILIZER (AMMONIUM NITRATE 33.5%) 300 LBS./ACRE

C. SECOND-YEAR TREATMENT:

FERTILIZER (5-10-15 OR EQUIVALENT) 800 LBS./ACRE

11200 WESTHEIMER
SUITE 605
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728

GIVE
CONSTRUCTION

AMERICAN TOWER CORPORATION
MILE POST 340.5 HIGHWAY 191
SAINT JOHNS, AZ 85936


SEED SOURCE
CELLULOSE FIBER MULCH
1500 South West Mountain Road
Phoenix, AZ 85027-5550

DATE: 4/28/13
DRAWN BY: []
CHECKED BY: []

WITCH WELL
GRADING, SEDIMENT & EROSION
CONTROL VEGETATION SPECS

REVISIONS
DRAWN: []
CHECKED: []
JOB #113-204-0420

C7



AMERICAN TOWER CORPORATION

SITE NAME: _____
 SITE NUMBER: _____
 FCC REGISTRATION NUMBER: _____

FOR LEASING INFORMATION: 877-282-7483
 IN CASE OF EMERGENCY: 877-510-0037
 877-ATC-SITE 877-51-TOWER

NO TRESPASSING

www.americantower.com
 POSTING OF THIS SIGN REQUIRED BY LAW

OWNER CONTACT SIGN

WHITE BACKGROUND, BLACK/RED LETTERING
 MOUNTING LOCATION: GATE
 QUANTITY: 1

WHITE TEXT

GREEN BACKGROUND

WHITE BACKGROUND

BLACK TEXT

8"

12"

INFORMATION

Federal Communications Commission
 Tower Registration Number

1 2 3 4 5 6 7

Posted in accordance with Federal Communications Commission rules on antenna tower registration 47 CFR 174.10

FCC REGISTRATION SIGN

WHITE/GREEN BACKGROUND, WHITE/BLACK LETTERING
 MOUNTING LOCATION: GATE & BASE OF THE TOWER
 QUANTITY: 2

WHITE TEXT

BLUE BACKGROUND

10"

14"

NOTICE

AUTHORIZED PERSONNEL ONLY

WHITE BACKGROUND

BLACK TEXT

AUTHORIZED PERSONNEL SIGN

WHITE/BLUE BACKGROUND, WHITE/BLACK LETTERING
 MOUNTING LOCATION: GATE
 QUANTITY: 1

WHITE TEXT

BLACK BACKGROUND

RED BACKGROUND

WHITE BACKGROUND

10"

14"

DANGER

NO TRESPASSING

DANGER NO TRESPASSING SIGN

WHITE/BLACK BACKGROUND, BLACK/WHITE LETTERING
 MOUNTING LOCATION: GATE
 QUANTITY: 1

11200 WESTHEIMER
 SUITE B90
 HOUSTON, TEXAS 77042
 PH: 281.870.8727
 FAX: 281.870.8728



AMERICAN TOWER CORPORATION
 1 MILE POST 340.5 HWY 191
 SAINT JOHNS, AZ 85936

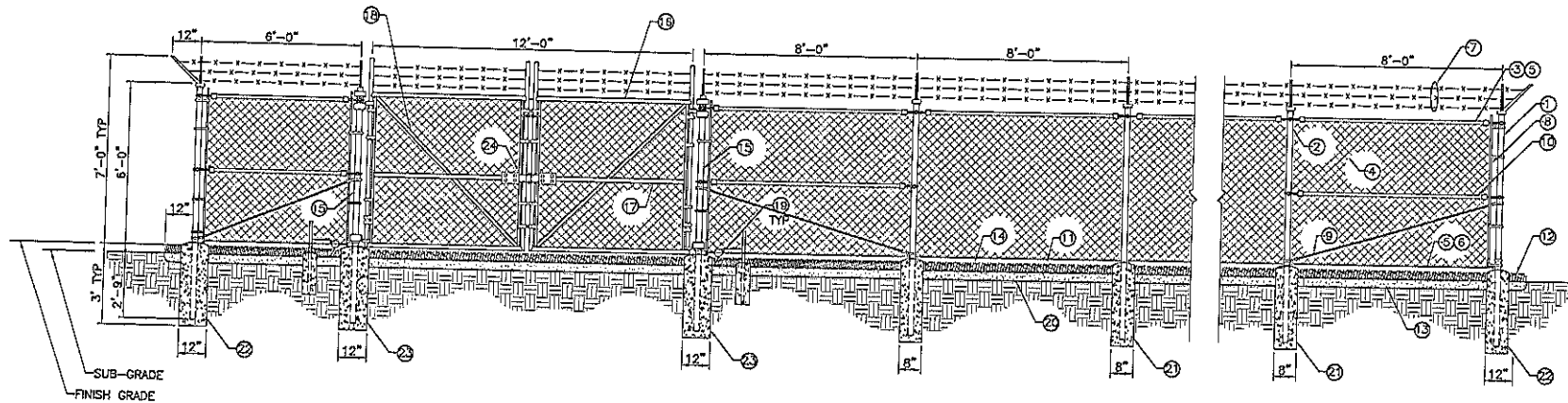
GENUARONE
 COMMUNICATIONS
 1500 South White Mountain Road
 Scottsdale, AZ 85251
 PH: 480.357.2828

DATE	DESCRIPTION
1/27/21	ISSUED FOR REVIEW

SITE NAME	WITCH WELL

DESIGNED BY	DATE

006#113-204-5423
C8



REFERENCE NOTES:

- ① CORNER, END OR PULL POST 3" NOMINAL SCHEDULE 40 PIPE.
- ② LINE POST: 2-1/2" SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POST SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
- ③ TOP RAIL & BRACE RAIL: 1-1/2" PIPE, PER ASTM-F1083.
- ④ FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
- ⑤ TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.
- ⑥ TENSION WIRE: 9 GA. GALVANIZED STEEL.
- ⑦ BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
- ⑧ STRETCHER BAR.
- ⑨ 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- ⑩ FENCE CORNER POST BRACE: 1-5/8" DIA. EACH CORNER EACH WAY.
- ⑪ 1-1/2" MAXIMUM CLEARANCE FROM GRADE.
- ⑫ 2" FINISH OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- ⑬ 4" COMPACTED 95% BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- ⑭ FINISH GRADE SHALL BE UNIFORM AND LEVEL.
- ⑮ GATE POST 4", SCHEDULE 40 PIPE, FOR GATE WIDTHS UP THRU 7 FEET OR 14 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083.
- ⑯ GATE FRAME: 1-1/2" PIPE, PER ASTM-F1083.
- ⑰ GATE FRAME: 1-5/8" DIAMETER PIPE, PER ASTM-F1083.
- ⑱ GATE DIAGONAL GALVANIZED STEEL 1-1/2" PIPE.
- ⑲ DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
- ⑳ GEOTEXTILE FABRIC.
- ㉑ LINE POST: CONCRETE FOUNDATION (2000 PSI)
- ㉒ CORNER POST: CONCRETE FOUNDATION (2000 PSI)
- ㉓ GATE POST: CONCRETE FOUNDATION (2000 PSI)
- ㉔ STYMIE LOCK OR EQUIVALENT

GENERAL NOTES:

1. INSTALL FENCING PER ASTM F-567
2. INSTALL SWING GATES PER ASTM F-900
3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1-1/2" GALV. (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
5. ALL OPEN POSTS SHALL HAVE END-CAPS.
6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.
8. USE COMMERCIAL GRADE MATERIALS ONLY.

11200 WESTHEIMER
SUITE 890
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728

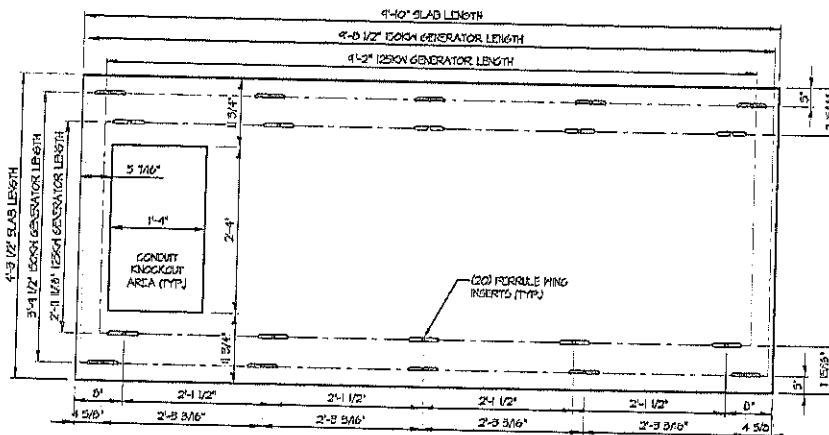


AMERICAN TOWER (CORP) USA INC
MILE POST 36.5 HWY 191
SAVIT JOHNS, AZ 85936

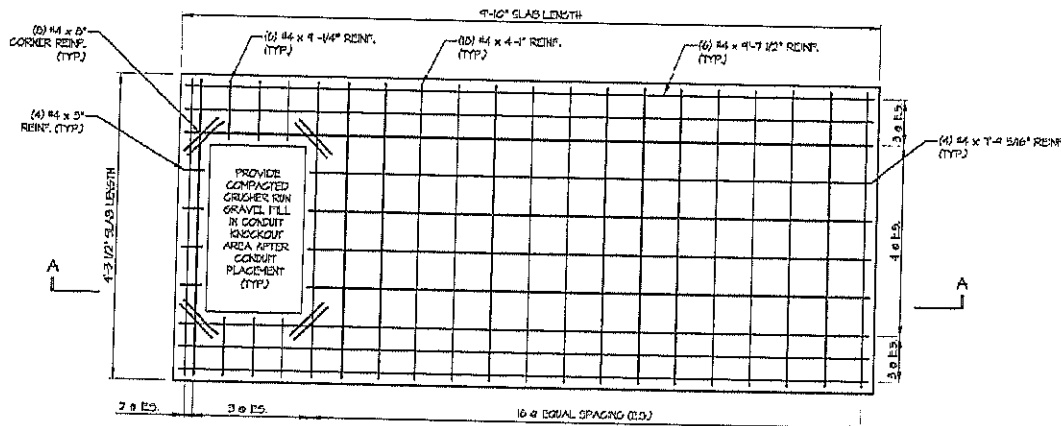
CELLULOSIC
MULTI-PURPOSE
CALCULATIONS AND ASSESSMENTS
10000
Shreveport, LA 70504
Phone: 504.537.0650

DATE	DESCRIPTION	BY	APP'D

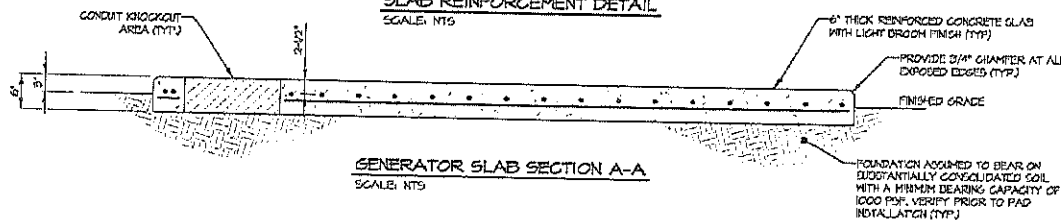
WITCH WELL
FENCE DETAILS
DESIGNED BY: JH
DRAWN BY: JH
CHECKED BY: JH
JOB# 113-204-5425



GENERATOR SLAB DETAIL
SCALE: NTS



SLAB REINFORCEMENT DETAIL
SCALE: NTS



GENERATOR SLAB SECTION A-A
SCALE: NTS

CONCRETE PAD CONSTRUCTION NOTES:

1. REFER TO SHEET C-8 FOR CONCRETE NOTES AND SPECIFICATIONS.
2. ALL REBAR REINFORCEMENT (HORIZONTAL & VERTICAL) SHALL BE SECURELY WIRE TIED TO PREVENT DISPLACEMENT DURING POURING OF CONCRETE.
3. GENERATOR SLAB CONCRETE TO HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS.
4. REINFORCED CONCRETE CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH ACI STANDARD 318.
5. MINIMUM CONCRETE COVER OVER REBAR IS 1-1/4".
6. REINFORCEMENT MATERIAL SHALL BE IN ACCORDANCE WITH ASTM A615-85.

CONCRETE PAD AND EMBEDMENT TOLERANCES:

1. EMBEDMENTS: PLUS OR MINUS 1/16"
2. CONCRETE DIMENSIONS: PLUS OR MINUS 1/4"
3. REINFORCING STEEL PLACEMENT: PLUS OR MINUS 1/4" INCLUDING CONCRETE COVER

GENERAL NOTES:

1. FOUNDATION DESIGN ASSUMES A MINIMUM ALLOWABLE SOIL BEARING CAPACITY OF 1000 PSI. FOR SOFT OR WEAK SOILS THE FOUNDATION SHALL BE DESIGNED PER THE GEOTECH SOILS REPORT.
2. THE SOIL UNDERNEATH THE CONCRETE PAD MUST BE COMPACTED AND LEVELED BEFORE PLACING THE FOUNDATION.
3. THE CONCRETE PAD DESIGN SHOWN IS FOR PRECAST CONCRETE. THE CONTRACTOR MAY, AT HIS OPTION, SUBSTITUTE A SIMILAR CAST IN PLACE DESIGN. IF A CAST IN PLACE DESIGN IS USED ALL REINFORCEMENT COVER SHALL COMPLY WITH THE NOTES AND SPECIFICATIONS ON SHEET C-8.
4. ESTIMATED CONCRETE VOLUME = 0.78 CUBIC YARDS.
5. THE DIMENSIONS BETWEEN EACH EMBEDDED FERRULE ARE OBTAINED FROM GENERAL POWER SYSTEMS DRAWINGS (DWG NO.: ATC150PAD DATED 7/8/08 AND ATC125PAD DATED 7/10/08).

11200 WESTHEIMER
SUITE B90
HOUSTON, TEXAS 77042
PH: 281-870-8727
FAX: 281-870-8728



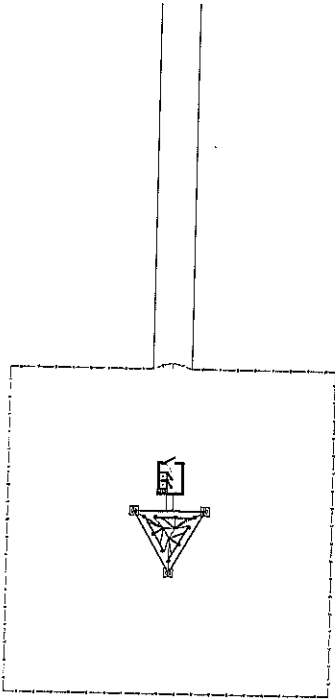
AMERICAN TOWER CORPORATION
PO BOX 3005 HWY 191
SAINT JOHNS, AZ 85936

CELLULOSE
EMULSION
GALVANNE
CELLULOSE EMULSION
1500 GAL. PER TON
SANTA FE, AZ
PHONE 505-571-0000

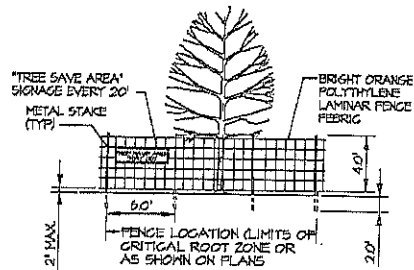
NO.	DATE	REVISION	FOR

WITCH WELL
GENERATOR FOUNDATION
DETAILS

DESIGNER: JMB
DRAWN: JMB
CHECKED: JMB
JOB: 0713-204-0420



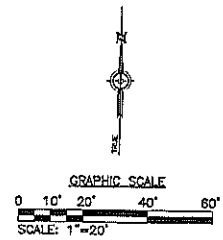
TREE PROTECTION / REMOVAL PLAN
SCALE: 1" = 20'-0"



NOTES:

- 1) ALL PARKING WILL OCCUR ON EXISTING DRIVE
- 2) THERE WILL BE NO BURNING OR BURIAL OF DEBRIS ON SITE
- 3) ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.

TREE PROTECTION DETAIL
NOT TO SCALE



11200 WESTHEIMER
SUITE 100
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728

GIVE
CONSTRUCTION INC.

AMERICAN TOWER CORPORATION
MILE POST 340.5 HWY 191
SAINT JOHNS, AZ 85936

CELLULAR ONE
CELLULAR SERVICE
CELLULAR PHONE SERVICE
1500 SOUTH WILSON MOUNTAIN ROAD
PHOENIX, AZ 85029
Phone: 602-937-6229

NO.	DATE	DESCRIPTION
1	3/27/01	ISSUED FOR BIDDING

WITCH WELL
TREE PROTECTION / REMOVAL PLAN

DESIGNED BY	DATE
CHECKED BY	DATE
1000/0113-204-2423	

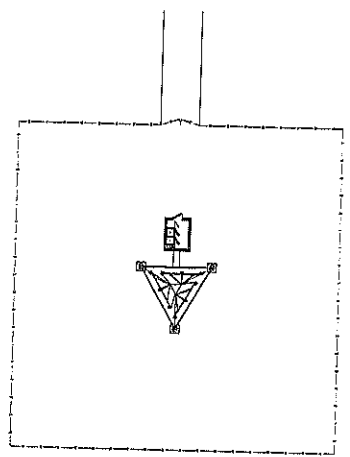
1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
2. ALL PLANTS MUST BE CONTAINER-GROWN OR BALLED AND BURLAPPED AS SPECIFIED.
3. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE ENGINEER'S REPRESENTATIVE BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN.
6. ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
8. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING, BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZATION, ETC.) OF PLANTING AREAS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE ENGINEER'S REPRESENTATIVE.
10. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
11. THE ENGINEER'S REPRESENTATIVE WILL APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
12. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
13. ANY PLANT MATERIAL THAT DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL SPECIFICATIONS.
14. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK", LATEST EDITION, REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.

TOTAL AREA OF DISTURBANCE: XXXXXX SF - XXXXX ACRES

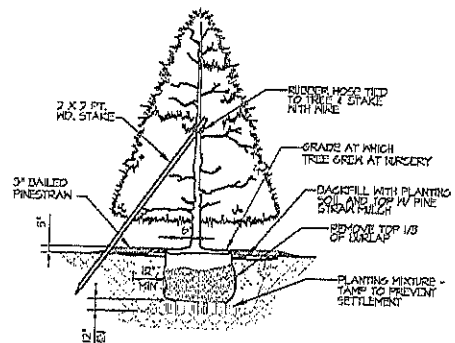
PLANT LIST:

QTY	COMMON NAME	BOTANICAL NAME	SIZE/MARKS
XX	YOSHINO CRYPTOMERIA	Cryptomeria Japonica "Yoshino"	6" MIN HEIGHT AT PLANTING
XX	AUTUMN CHEER ENCORE AZALEA	Azalea x "Conlef" PP#10579	3 GALLON

XXXX SF PINESTRAW MULCH - 3" SETTLED LAYER OF CLEAN STRAW

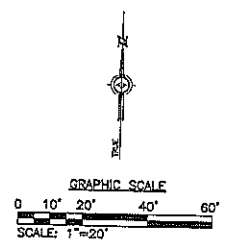


LANDSCAPE PLAN
SCALE: 1" = 20'-0"



- NOTES:**
1. TOP OF ROOT PLANE SHALL BE 2" ABOVE GRADE.
 2. NO MULCH SHOULD BE WITHIN 6" OF THE BASE OF THE TRUNK.

TREE PLANTING DETAIL
NOT TO SCALE



11200 WESTHEIMER
SUITE B90
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728



AMERICAN TOWER CORPORATION
MILE POST 340.5 HWY 191
SAINT JOHNS, AZ 85036

CELLULOSIC
CELLULOSE
1500 SOUTH WYOMING AVENUE
SPRING VALLEY, ARIZONA 85301
PHONE: 928-337-2600

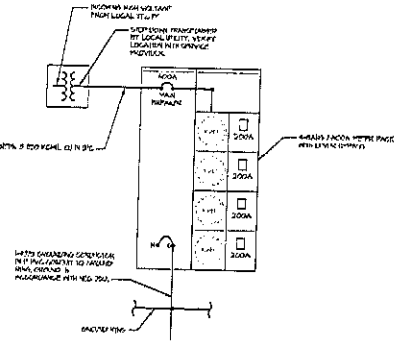
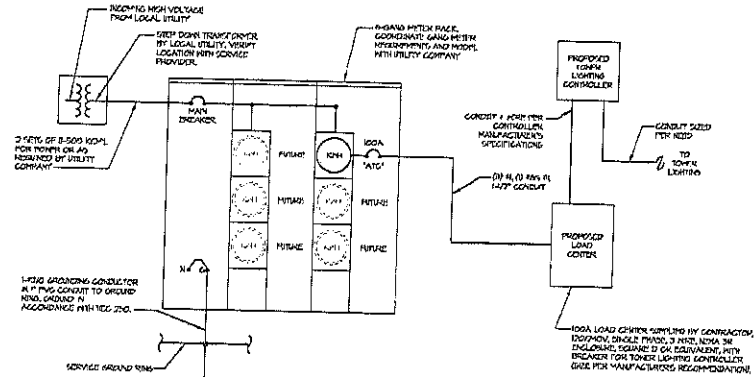
DATE	DESCRIPTION

WITCH WELL
LANDSCAPE PLAN

DESIGNED: TH
DRAWN: SW
CHECKED: SW
JOB# 13-204-0423

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
2. CONDUIT ROUTING ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELECORDIA.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELECORDIA.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E. HOSTS), GROUNDING, AND TI CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
9. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET OR DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E. RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
18. RIGID NONMETALLIC CONDUIT (I.E. RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
19. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE.
21. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
22. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
24. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING, SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
25. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WO OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION FROM THE CONTRACTOR BEFORE.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE PROPERTY.
28. THE SUBCONTRACTOR SHALL LABEL THE METER BASE PER LOCAL UTILITY REQUIREMENTS.



ONE-LINE DIAGRAM
NOT TO SCALE

11200 WESTHEIMER
SUITE 890
HOUSTON, TEXAS 77042
PH: 281.870.8227
FAX: 281.870.8728

GIVE

AMERICAN TOWER CORPORATION
FILE POST 340 S HWY 101
SAINT JOHN, AZ 85936

CELLULAR TOWER EQUIPMENT
1500 South West 101st Street
Miami, FL 33187
TEL: 305-487-0000

DATE	DESCRIPTION	BY	CHKD BY
1/17/2003	FOR REVIEW		

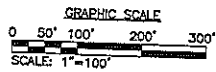
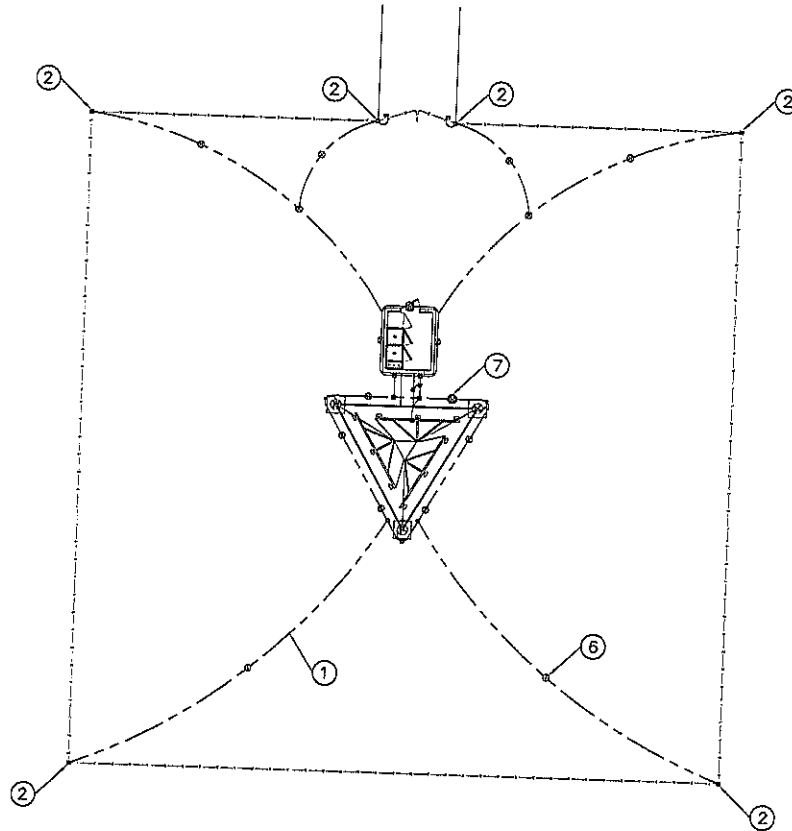
WITCH WELL
ELECTRICAL SPECS & ONE-LINE DIAGRAM

DESIGNED BY: []
DRAWN BY: []
CHECKED BY: []
JOB#: 112-204-0403

F.A.M.
E-1

GROUNDING KEY NOTES:

- ① #2 AWG BARE TINNED SOLID COPPER GROUND RING BURIED 30" BELOW GRADE (TYP.)
- ② BOND FENCE & GATE POSTS TO GROUND RING WITH CADWELD CONNECTION (TYP.)
- ③ BOND ALL H-FRAME POSTS TO GROUND RING
- ④ BOND TELCO BUSS BAR TO GROUND RING
- ⑤ BOND TOWER BASE PLATE TO TOWER GROUND RING PER ATC SPECIFICATIONS
- ⑥ PROPOSED GROUND ROD (TYP)
- ⑦ PROPOSED GROUND ROD WITH INSPECTION WELL
- ⑧ 1-#3/0 GROUNDING CONDUIT IN 1" PVC CONDUIT TO GROUND RING
- ⑨ #2 AWG BARE TINNED SOLID COPPER WIRE; 2-HOLE LUG CONNECTION TO GENERATOR BASE FRAME, CADWELD CONNECTION TO GROUND RING (TYP.)



GROUNDING SITE PLAN

SCALE: 1" = 100'-0"

11200 WESTHEIMER
SUITE 800
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728



AMERICAN TOWER CORPORATION
MILE POST 34.05 HWY 191
SAINT JOHNS, AZ 85936

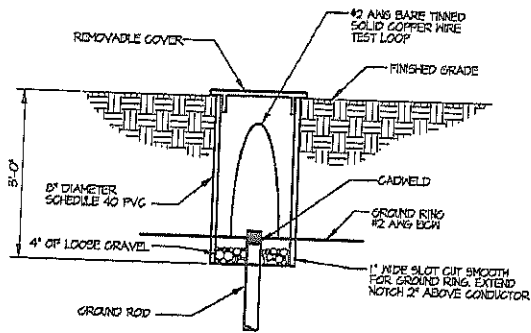
SETTLE ONE
CORPORATION
CELLULAR SERVICE
450 South White Mountain Road
Phoenix, AZ 85021
Phone: 480.357.0200

REV	DATE	DESCRIPTION
A	3/29/13	ISSUED FOR REVIEW

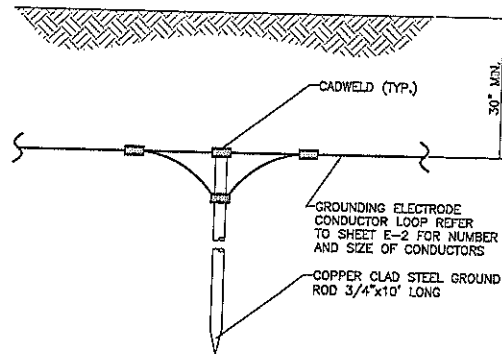
WITCH WELL
GROUNDING SITE PLAN

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DRAWN BY: [blank]
CHECKED BY: [blank]
JOB# 113-24-542

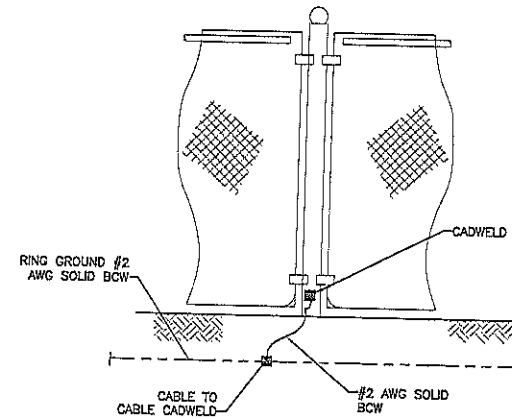
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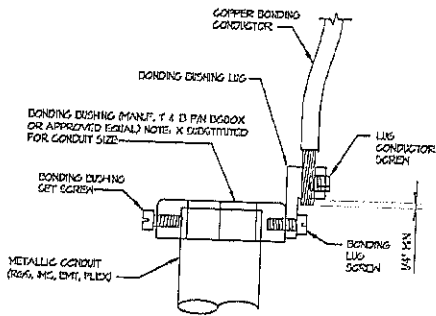
GROUND ROD INSPECTION WELL
NOT TO SCALE



GROUND ROD DETAILS
NOT TO SCALE

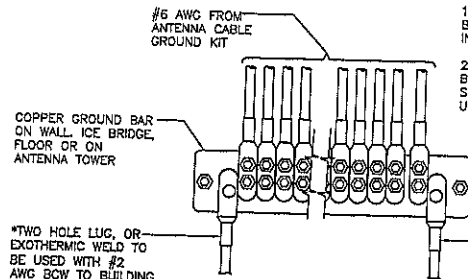


FENCE GROUNDING
NOT TO SCALE



- DIRECTIONS:**
1. MOUNT BONDING BUSHING ONTO CONDUIT
 2. TIGHTEN BOND BUSHING SET SCREW
 3. INSERT COPPER CONDUCTOR INTO LUG
 4. TIGHTEN LUG CONDUCTOR SCREW
 5. TIGHTEN BONDING LUG SCREW
- NOTE:** BONDING BUSHING, SET SCREW LUG, LUG SCREW CONDUIT LUG SCREW SHOWN AS COMPLETE UNIT.

CONDUIT BOND/GROUND BUSHING
NOT TO SCALE



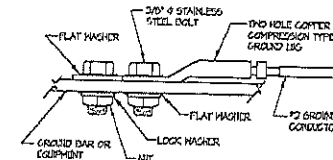
*TWO HOLE LUG, OR EXOTHERMIC WELD TO BE USED WITH #2 AWG BCW TO BUILDING SERVICE GROUND OR GROUND RING

GROUNDING SHALL BE ELIMINATED WHEN GROUND BAR IS ELECTRICALLY BONDED TO METAL TOWER

INSTALLATION OF GROUND WIRE TO COAX CABLE GROUND BAR
NOT TO SCALE

NOTES:

1. ANTENNA GROUNDING BARS NOT TO USE INSULATORS.
2. GROUND BARS AT BOTTOM OF TOWERS SHALL ONLY USE EXOTHERMIC WELDS.



MECHANICAL GROUND CONNECTION
NOT TO SCALE

111200 WESTHEIMER
SUITE 890
HOUSTON, TEXAS 77042
P.O. 281.870.8727
FAX: 281.870.8728

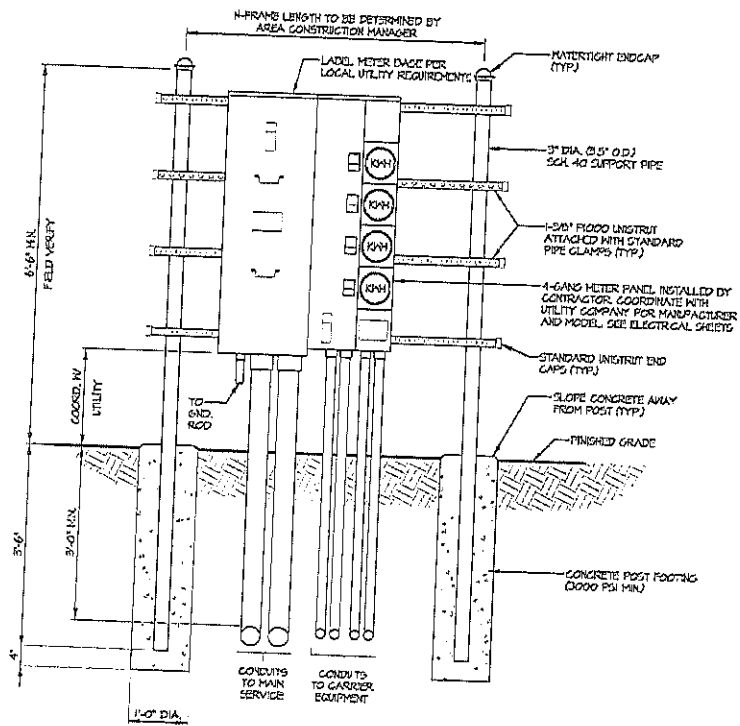
AMERICAN TOWER CORPORATION
1 MILE POST 340.5 HWY 191
SAVIT JONES, AZ 85936

CELLULARONE
COMMUNICATIONS
1500 South Vista Mountain Road
Phoenix, AZ 85001
Project: 0205012620

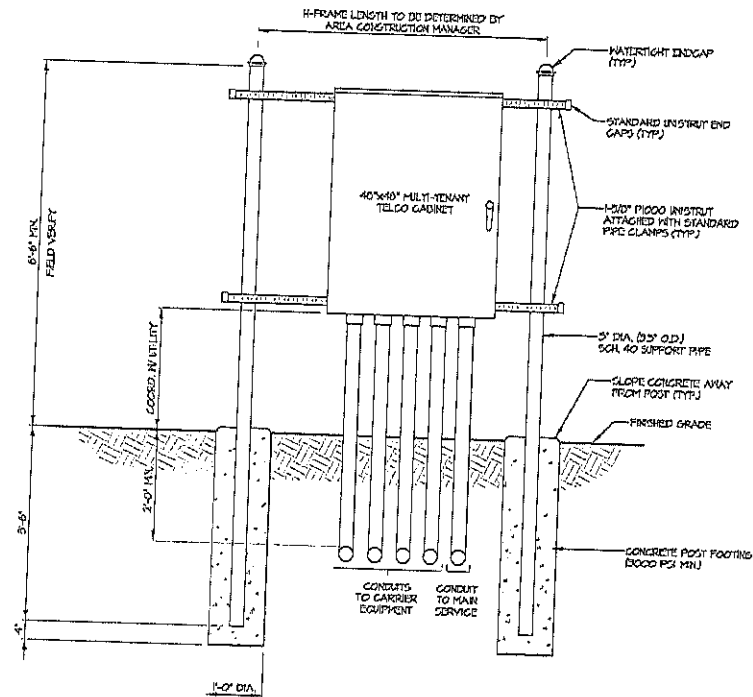
NO.	DATE	DESCRIPTION
1	11/29/01	ISSUED FOR REVIEW

DATE	BY	DESCRIPTION

DESIGNED: SW 01/71
DRAWN: SW 01/71
CHECKED: SW 01/71



UTILITY FRAME DETAIL (GANG METER)
NOT TO SCALE



UTILITY FRAME DETAIL (TELCO)
NOT TO SCALE

NOTES:

1. CONTRACTOR SHALL FIELD LOCATE THE METER PEDESTAL AS SHOWN ON SITE PLAN. INSTALL THE METER PEDESTAL NEAR THE PERIMETER OF THE FENCED COMPOUND WITH THE METERS FACING AS SHOWN.
2. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR THE CONDUIT RUN TO THE MAIN SERVICE CONNECTION OR TRANSFORMER.
3. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR GROUND ROD REQUIREMENTS, IF REQUIRED, THE CONTRACTOR SHALL ORDER AND PAY FOR NECESSARY GROUND TESTS.
4. SUPPORT POST AND UNISTRUT SHALL BE GALVANIZED, PIPE CLAMPS AND HARDWARE SHALL BE GALVANIZED OR STAINLESS STEEL.
5. TELCO CABINET SHALL BE 48"x48"x12" HOFFMAN OR EQUIVALENT. PROVIDE 3/4" PLYWOOD BACKBOARD INSIDE THE MULTI-TENANT TELCO CABINET.
6. ADJUSTMENTS TO THE METER PEDESTAL DESIGN MAY BE REQUIRED DEPENDING ON THE EXACT METER PANEL INSTALLED. CONTRACTOR SHALL FIELD COORDINATE ADJUSTMENTS AND INFORM THE ENGINEER IF ANY UNUSUAL CONDITIONS ARE FOUND TO EXIST.

11200 WESTHEIMER
SUITE B90
HOUSTON, TEXAS 77042
PH: 281.870.8727
FAX: 281.870.8728



AMERICAN TOWER CORPORATION
FILE POST 340.5 HWY 191
SAINT JOHNS, AZ 85936

CELTOUR
CALIFORNIA
CALIFORNIA REG # A2424
1500 South W. 17th Street, Suite 100
P.O. Box 521500

NO.	DATE	REVISION
1	10/27/13	ISSUED FOR PERMIT

WITCH WELL
UTILITY FRAME DETAILS

DESIGNED BY	DATE
CHECKED BY	DATE
JOB# 113-204-0425	

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Superior Court

Date/Signature: 07-25-13 Betty Smith

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

Request authorization to eliminate the Juvenile Probation Dept. CASA Coordinator position; add CASA Manager position, Range 45 under Superior Court; and hire a CASA Manager to fill the staff vacancy created by the retirement of Diana Ryan. This position is 100% State-funded.

08-05-13 BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

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

BOARD ACTION TAKEN
/ /Approved / /Disapproved / /Deleted / /Continued to: _____

_____ Signature Clerk of Board



CASA PROGRAM MANAGER Superior Court

Effective Date:

Range:

Annual Salary:

NATURE OF WORK:

Under general supervision, oversees, manages and performs a variety of tasks associated with the day-to-day operations, recruitment, training, and evaluation of volunteers, and related tasks of the Court Appointed Special Advocate (CASA) program.

TYPICAL DUTIES AND RESPONSIBILITIES:

- Represents the Court Appointed Special Advocate (CASA) program throughout Apache County.
- Promotes community awareness of the program through outreach efforts including speaking engagements, social media, development of informational brochures, media releases and representing the program at community events and activities.
- Provides information regarding CASA program goals, objectives, process, procedures and roles and responsibilities.
- Recruits and screens potential CASA volunteers.
- Designs and provides local training opportunities for volunteers and coordinates volunteer attendance at state trainings.
- Assigns volunteers to cases and monitors and supervises volunteers, providing assistance and guidance as requested/required.
- Identifies and maintains strategic plans, including long and short range goals and objectives and oversees performance measures.
- Drafts, composes, reviews, edits and/or revises a variety of CASA program-related documents, logs, summaries, statistical reports and related documents.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of Apache County and specific court-related policies and procedures.
- Knowledge of court processes, procedures and legal terminology.
- Knowledge of trends and practices in advocacy and volunteer recruitment, training and retention.
- Knowledge of principles of strategic and program planning.
- Knowledge of the principles of management and supervision.
- Skill assessing, evaluating, prioritizing and handling multiples tasks, projects and demands.
- Skill in assessing, evaluating, analyzing, identifying and recommending solutions to complex problems.
- Skill in editing, reviewing and producing written presentations and oral reports for internal and external audiences.
- Skill in identifying community resources, recruiting volunteers and evaluating individual and program effectiveness.
- Skill in establishing and maintaining cooperative working relationships with court employees, other court/non-court related agencies and representatives, mental health professionals, treatment providers, participants and the public.

- Skills in operating a personal computer utilizing a variety of commonly used and specialized software applications.
- Ability to communicate effectively verbally, and in writing.
- Ability to handle confidential and sensitive information with tact and discretion.
- Ability to prepare clear, accurate, comprehensive reports and maintain complex records.

MINIMUM QUALIFICATIONS:

A Bachelor's degree from an accredited college or university with a major in behavioral sciences, social work or a related field AND three (3) years of relevant, progressively responsible social work, social services work, program planning, operations or any equivalent combination of experience and/or education from which comparable knowledge, skills and abilities have been achieved.

ADDITIONAL REQUIREMENTS:

- In-state travel will require the ability to operate a motor vehicle and be a licensed and insured driver.
- Must have reliable transportation for travel. Successful candidate will be paid mileage.
- Must complete annual training as required by the Committee on Judicial Education and Training.
- Must submit to a security clearance, which includes fingerprinting and the signing of a certification and pre-employment affidavit.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Round Valley Justice Court

Date/Signature: _____

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

Request approval of a 3% salary increase totaling \$950 for Patriole Reza due to longevity and her increased leadership role with the Court.

08-05-13

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: 

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



032408

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Round Valley Justice Court

Date/Signature: _____

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

Request approval to convert the vacant full-time Clerk III position to part-time (20 hrs. per week) and hire to fill the position.

08-05-13

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: [Handwritten Signature]

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

 **COPY** 032408



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Information Technologies

Date: 08/05/2013

Signature: [Handwritten Signature]

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

Request authorization to hire Kent Eagar for the vacant position of Network Administrator I at a salary of \$46,593.00.

Date & Time Needed: 8/5/13 8:30am

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: [Handwritten Signature]

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

APACHE COUNTY ATTORNEY'S OFFICE, Allan Perkins

Date/Signature:

7-10-13

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

County Attorney requests approval of Arizona Criminal Justice Commission Victim's Compensation Grant #VC-14-049 in the amount of \$59,366, awarded for FY14.

BOS Meeting Date Requested

8/5/13

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



ARIZONA CRIMINAL JUSTICE COMMISSION
Crime Victim Compensation Program
GRANT AGREEMENT

ACJC Grant Number VC-14-049
Catalog of Federal Domestic Assistance (CFDA) Number 16.576 (VOCA)
Program Includes State Monies

This Grant Agreement is made this 19th day of June, 2013, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2013 and terminate on June 30, 2014. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, 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 which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
 - A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Apache County Attorney's Office
 PO Box 637
 St. Johns, AZ 85936
Attn: The Honorable Michael Whitting

For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$3,744
Fringe Benefits (for salaries/overtime)	\$792
Overtime	\$0
Professional & Outside/Consultant & Contractual Services	\$0
Travel In-State	\$1,080
Travel Out-of-State	\$1,080
Compensation Benefits	\$52,166
Operating Expenses:	
Supplies	\$504
Registration/Training	\$0
Other	\$0
Equipment	
Capital	\$0
Noncapital	\$0
TOTAL	\$59,366
Positions Funded:	
N/A	
Equipment Type: N/A	

6. The total to be paid by the COMMISSION under this Agreement shall not exceed \$0 in Federal Funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$59,366 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant.
7. Every payment obligation of the COMMISSION under this Agreement 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 Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the

COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
10. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
11. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

12. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
13. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
14. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
15. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 2.15 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
16. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
17. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the

indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

18. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 31
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	August 15

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

19. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
20. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
21. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
22. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
23. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
24. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
25. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
26. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
27. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

28. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION.
Link: www.ojp.gov/funding/confcost/htm
29. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
30. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
31. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
32. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
33. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
34. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
35. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs 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 GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's 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 negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is

- applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
36. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
37. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
38. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
39. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf
40. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
41. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
42. Pursuant to A.R.S. § 35-391.06 and A.R.S. § 35-393.06, GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
43. GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 83.630 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving federal funds. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
44. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

45. 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 or degree with the performance of services required under this Agreement.
46. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
47. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
48. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
49. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:
- "This was supported by Award No. 2011-VC-GX-0028 and 2012-VC-GX-0046 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
50. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
- "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."
- Link:** *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>
51. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations"

(the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

52. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
53. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.
- Link:** <http://www.acic.state.az.us/ACJC.Web/Grants/civilrights/default.aspx>
55. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.
56. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
- Link:** <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>
57. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the

satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

58. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
59. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.
60. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
61. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
62. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
63. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
64. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
65. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant,

loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

66. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

67. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first quarterly report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

GRANTEE agrees expeditiously to obtain active registration with the CCR database, and to notify the program office in writing of its registration and expiration date.

68. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.

69. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

70. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

71. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

72. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Victim Compensation Program
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.
2. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.
3. The GRANTEE understands that \$7,200 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
4. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.
5. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
6. The GRANTEE shall remit all interest earned on Federal VOCA grant funds and all unexpended allocated funds to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. The GRANTEE agrees to expend all encumbered funds within 10 days of expiration of this award.
7. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (<http://www.ojp.usdoj.gov/ovc/voca/vcguide.htm>).
8. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.
9. The GRANTEE agrees to seek and order all available restitution owed to the program.
10. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.
11. The GRANTEE agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and 42 U.S.C. 10601 et. seq. The GRANTEE agrees that upon receipt for a request for such information pursuant to A.R.S. § 39-121, it shall inform the party seeking the information that the information is immune from legal process pursuant to federal law, specifically 42 U.S.C. 10604d.

Authorized Official Initials: _____

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

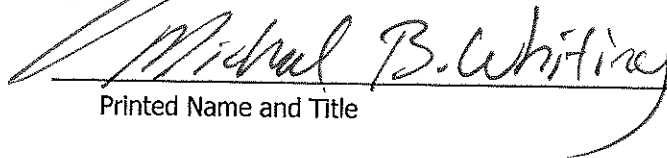
FOR GRANTEE:

Board of Supervisors Chair Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date
7-10-13


Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director Date
Arizona Criminal Justice Commission



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Administrative Funds Guidelines
Exhibit "B"**

The use of administrative monies from the Crime Victim Compensation fund is limited to costs incurred in administering the Crime Victim Compensation Program in each county. Administrative expenses are limited to a set amount approved annually by the Commission. Eligible costs may include:

- Percentage of salary for personnel involved in the administration of the Crime Victim Compensation Program as it correlates to the percentage of time spent in the function of administering Crime Victim Compensation claims and completing Crime Victim Compensation reports.
- Percentage of costs for overhead including office space and utilities that is directly connected to the administration of the Crime Victim Compensation Program.
- The percentage of cost for automated data processing equipment that is directly related to percentage of use the equipment is utilized for the administration of the Crime Victim Compensation Program.
- The percentage of office supplies and postage that are directly associated with the administration of the Crime Victim Compensation Program.
- Travel expenses connected to the Crime Victim Compensation Program limited to:
 - Reimbursement of mileage, authorized per diem and lodging for in-state travel for Crime Victim Compensation Board members to attend Compensation Board meetings and Crime Victim Compensation Program training. Reimbursement will be in accordance with each county's travel regulations.
 - Reimbursement to staff for mileage, authorized per diem and lodging for in-state travel for Crime Victim Compensation Program training and administration of Crime Victim Compensation claims. Reimbursement will be in accordance with each county's travel regulations.
 - Reimbursement of travel costs, authorized per diem and lodging for out-of-state travel for two people, either staff or a Crime Victim Compensation Board member, to attend the Crime Victim Compensation National or regional training Conference each year. Reimbursement will be in accordance with each county's travel regulations.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby

Engineering

Date: 7/29/13 Signature: _____

Samu Herrin

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

Permission to enter into an IGA with the Forest Service on Forest Road 249.

Date & Time Needed: _____

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

Legal Review: _____

see attached email Joe Young Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

Tamie Herrick

From: Ferrin Crosby
Sent: Monday, July 29, 2013 10:27 AM
To: Tamie Herrick
Subject: FW: 249 and Schedule A

To go with the agenda item

From: Joe Young [mailto:JYoung@apachelaw.net]
Sent: Friday, July 26, 2013 1:31 PM
To: Ferrin Crosby; Michael Whiting
Subject: RE: 249 and Schedule A

I am ok with the agreement, but it should be noted that it is a breach of this agreement if any employee working within the scope of this agreement texts while driving. You will need to make sure your employees are not texting and driving.

From: Ferrin Crosby [cfcros@co.apache.az.us]
Sent: Thursday, July 25, 2013 3:19 PM
To: Joe Young; Michael B. Whiting
Subject: Fwd: 249 and Schedule A

Joe, please review the cooperative agreement we want to have this on the next BOS meeting agenda. If you have any concerns please let me know by next Wednesday.

Thanks,

Ferrin

Sent from my Verizon Wireless 4G LTE DROID

----- Original Message -----

Subject: RE: 249 and Schedule A
From: "Miller, Chris W -FS" <chriswmiller@fs.fed.us>
To: Ferrin Crosby <cfcros@co.apache.az.us>
CC: Barry Weller <bweller@co.apache.az.us>,"Delwin P. Wengert" <dpwengert@co.apache.az.us>,"MacIvor, Deborah -FS" <dmacivor@fs.fed.us>

Ferrin

Here are the electronic copies for Draft Review.

Thanks again to everyone for taking the time to meet today.

Chris Miller P.E.

Roads Manager

Forest Service A-S

(928) 333-6274

From: Ferrin Crosby [<mailto:cfcros@co.apache.az.us>]
Sent: Tuesday, July 23, 2013 7:52 AM
To: Miller, Chris W -FS
Cc: Ferrin Crosby; Barry Weller; Delwin P. Wengert; MacIvor, Deborah -FS
Subject: Re: 249 and Schedule A

1 pm Thursday will work for myself and Barry Weller

Sent from my Verizon Wireless 4G LTE DROID

"Miller, Chris W -FS" <chriswmiller@fs.fed.us> wrote:

Ferrin

I am open Wednesday and Thursday all day. Tuesday I am available from 1-3. FHWA is really pushing this project up and would like to see the signed Schedule A, I would like to make sure we are all on the same page with our typical Schedule A agreement and the addition of the 249.

Thanks

Chris Miller P.E.

Roads Manager

Forest Service A-S

(928) 333-6274

From: Ferrin Crosby [<mailto:cfcros@co.apache.az.us>]
Sent: Thursday, July 18, 2013 11:10 AM
To: Miller, Chris W -FS
Cc: Barry Weller; Delwin P. Wengert
Subject: RE: 249 and Schedule A

Monday afternoon after 4pm is now out due to a conference call

From: Miller, Chris W -FS [<mailto:chriswmiller@fs.fed.us>]
Sent: Thursday, July 18, 2013 6:04 AM
To: Ferrin Crosby
Subject: 249 and Schedule A

Ferrin

I have been tied up in meetings all week. I would like to get together next week to discuss the advancements and the Schedule A agreement. I am open Monday afternoon and more or less the rest of the week. Let me know what will work for you.

Thanks

Chris Miller P.E.

Roads Manager

Forest Service A-S

(928) 333-6274

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.



U.S. Agreement No. _____
Cooperator Agreement No. _____

COOPERATIVE FOREST ROAD AGREEMENT
Between
APACHE COUNTY
And The
USDA, FOREST SERVICE
03/01/ SUPERVISORS OFFICE/ENGINEERING

PARTIES TO AGREEMENT: This agreement, made and entered into this the _____ day of _____, 2013, by and between Apache County, hereinafter referred to as "Apache County," and the USDA, Forest Service _____, hereinafter referred to as the "U.S. Forest Service."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Apache County, State of Arizona, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest roads and roads on the State or local road system over which Apache County has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that Apache County has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. **INTENT TO COOPERATE.** It is the intention of the parties under this agreement to cooperate as follows:
 - a. Agree that certain roads under the jurisdiction of Apache County or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of Apache County should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads.

- Comment [A1]:** This document will auto populate the Cooperator's name throughout the document after you enter the desired name in 3 locations. Those locations are: the first paragraph, the third paragraph, and in #5. After you enter each name hit the TAB key; this triggers the auto populate function. The comments of the 3 locations are in bold.
- Comment [A2]:** Insert Forest Service agreement number using the following format: *FT-RO-11RRU/USS-XXX*.
- Comment [A3]:** Insert Cooperator agreement number, if applicable.
- Comment [A4]:** NOTE: All provisions in this agreement are mandatory, unless otherwise excepted.
- Comment [A5]:** Insert name of State, county or local subdivision.
- Comment [A6]:** Insert Forest Service Region/Station/Area/Institute name.
- Comment [A7]:** Insert date.
- Comment [A8]:** Insert month.
- Comment [A9]:** Insert year.
- Comment [A10]:** Insert name of State, county or local subdivision.
- Comment [A11]:** Insert Cooperator's shortened name or "Cooperator."
- Comment [A12]:** Insert Forest Service Region/Station/Area/Institute name.
- Comment [A13]:** Insert county name.
- Comment [A14]:** Insert County, Borough, Parish, etc.
- Comment [A15]:** Insert State name.
- Comment [A16]:** Insert Cooperator's shortened name or "Cooperator." Be sure to include the article "the" if appropriate.



- b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.
 - c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.
 - d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.
 - e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
 - f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.
2. **IDENTIFICATION OF ROADS.** A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between Apache County and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.
3. **MAINTENANCE PLANS.** At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to Apache County or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.
- Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.
- Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.
4. **PROJECT AGREEMENTS.** When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this



general agreement and subject to the agreements, provisions, and conditions herein contained.

- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.
- b. The project agreement shall include the following elements:
 1. Identification of road or road segment to be improved or constructed.
 2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
 3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
 4. Estimates of cost of improvement or construction.
 5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.
- c. If funds are provided by Apache County on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to Apache County after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to Apache County periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of Apache County to the project unless changed by a modification of the project agreement.

If funds are provided by the U.S. Forest Service for work to be performed by Apache County the arrangements shall be set forth in the project agreement. Payments to Apache County shall be made as provided for in the project agreement.

If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.



- 5. **RIGHTS-OF-WAY**. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. Apache County must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish Apache County copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

- 6. **ANNUAL MEETING AND CONTINUING CONSULTATION**. Apache County and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Apache Sitgreaves National Forest for the U.S. Forest Service, and Vice Chairman, Board of Supervisors for Apache County shall be responsible for making the arrangements for formal meetings and continuing consultation.

Comment [A18]: Insert Forest name.

Comment [A19]: Insert Cooperator's or the Cooperators' responsible individual(s).

- 7. **TEXT MESSAGING WHILE DRIVING**. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



8. MODIFICATION AND TERMINATION.

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least 60 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

Comment [A20]: Insert number of days

9. MISCELLANEOUS.

- a. The United States shall not be liable to the recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the recipient or any third party.
- b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or Apache County beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
- c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.
- d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

Comment [HK21]: APPLICABILITY: This provision is mandatory for all federal financial assistance awards, i.e., all CAs, DGs, IGs, and ICs.

- 10. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Comment [A22]: May be changed to accommodate additional contacts.

Principal Cooperator Contacts:

Comment [A23]: Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

Cooperator Program Contact	Cooperator Administrative Contact
Name: Ferrin Crosby Address: P.O. Box 238 City, State, Zip: St. Johns, AZ 85936 Telephone: (928)-337-7528 FAX: (928) 337-2062 Email: cfcros@co.apache.az.us	Name: Address: City, State, Zip: Telephone: FAX: Email:



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Chris Miller Address: P.O. Box 640 City, State, Zip: Springerville, AZ, 85938 Telephone: 928-333-6274 FAX: 928-333-5966 Email: dmacivor@fs.fed.us	Name: Larisa Bogardus Address: P.O. Box 640 City, State, Zip: Springerville, AZ, 85938 Telephone: 928-333-6274 FAX: 928-333-5966 Email: dmacivor@fs.fed.us

Comment [A24]: Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

11. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of last signature and is effective through [] at which time it will expire.

Comment [A25]: Insert the expiration date not greater than five years. If the agreement has a five-year term, delete "unless extended..."

12. **AUTHORIZED REPRESENTATIVES.** By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads. []

Comment [A26]: This signature block may be changed to accommodate additional signatories.

BARRY WELLER, Vice Chairman, Board of Supervisors.
Apache County

[]
Date

Comment [A27]: Insert date of signature.

Comment [A28]: Insert Cooperator's organizational name.

JAMES E. ZORNES, Forest Supervisor
U.S. Forest Service, Apache Sitgreaves NFs

[]
Date

Comment [A29]: Insert date of signature.

County Commissioner

[]
Date

Comment [A30]: Insert date of signature.

Comment [A31]: Insert name of county commissioner (in CAPS), if applicable, otherwise delete this section of signatory box.



The authority and format of this agreement have been reviewed and approved for signature.

LARISA BOGARDUS
U.S. Forest Service Grants Management Specialist

Date

Comment [A32]: Insert date of signature

Comment [A33]: Insert Grants Management Specialist's name (in CAPS)

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby

Engineering

Date: 7/23/13 Signature:

Samu Henry

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

Request approval of Resource Advisory Committee Grant (RAC), & grants from USDA for road material to be applied to County Road 4140 in the amount of \$61,750.00 and County Road 3140 in the amount of \$96,996.90 USES Road Easement.

Date & Time Needed:

3140 in the amount of \$96,996.90 USES Road Easement.

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

Legal Review: reviewed by Joe Young

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 13-DG-11030121-030
Between
APACHE COUNTY PUBLIC WORKS
And The
USDA, FOREST SERVICE
APACHE-SITGREAVES NATIONAL FORESTS**

Project Title: County Road 4140 Water Canyon Road

Upon execution of this document, an award to Apache County Public Works, hereinafter referred to as "the County," in the amount of \$61,750.00, is made under the authority of Title II of the Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 USC 500 as reauthorized and amended by the Emergency Economic Stabilization Act of 2008, Energy Improvement and Extension Act of 2008, and Tax Extenders and Alternative Minimum Tax Relieve Act of 2008, Section 601(a) in division C of Public Law 110-343. The County accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated July 15, 2013, and the attached U.S. Forest Service provisions, 'U.S. Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

Crews will cap approximately 2.37 miles of roadway with quality aggregate base material.

This is an award of Federal financial assistance and is subject to USDA regulations 7CFR 3016 (A-102) Uniform Administrative Requirements, 2 CFR 255 (A-87) Cost Principles, and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. All Federal and Recipient matching/cost-share contributions are subject to all relevant OMB Circulars and Code of Federal Regulations.

The OMB Circulars are available on the internet at http://www.whitehouse.gov/omb/grants_default/. Electronic copies of the CFRs can be obtained at the following internet site: <http://www.gpoaccess.gov/cfr/index.html>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 928-333-6342.

Effective October 1, 2010, recipients are required to report information on subaward and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, hereinafter referred to as "the Transparency Act." See the award terms in Attachment B: 2 CFR Part 170.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** the County shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper



planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ferrin Crosby, PE, County Engineer Apache County Public Works PO Box 238 St. Johns, AZ 85936 Phone: 928-337-7528 FAX: 928-337-7600 Email: fcrosby@co.apache.az.us	Ryan Patterson, Finance Director Apache County PO Box 238 St. Johns, AZ 85936 Phone: 928-337-7634 FAX: 928-337-7600 Email: rpatterson@co.apache.az.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Joseph Vieth, RAC Coordinator Apache-Sitgreaves National Forests PO Box 640 Springerville, AZ 85938 Phone: 928-333-6261 FAX: 928-333-5966 Email: jvieth@fs.fed.us	Larisa Bogardus, Grants Mgt. Specialist Apache-Sitgreaves National Forests PO Box 640 – 30 S. Chiricahua Dr. Springerville, AZ 85938 Phone: 928-333-6342 Fax: 928-333-5966 Email: lbogardus@fs.fed.us

- C. **REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.** See provision in the attachment, ‘U.S. Forest Service Award Provisions.’
- D. **PROGRAMMATIC CHANGES.** the County shall obtain prior approval for any change to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.
- E. **MODIFICATIONS.** Modifications within the scope of this award shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- F. **COMMENCEMENT/EXPIRATION DATE.** This award is executed as of the date of the last signature and is effective through December 31, 2014 at which time it will

expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

- G. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof, the parties hereto have executed this award as of the last date written below.

TOM M. WHITE JR., Chairman
Apache County Board of Supervisors

Date

ATTEST:

Clerk

Date

APPROVED AS TO FORM:

County Attorney

Date

JAMES E. ZORNES, Forest Supervisor
U.S. Forest Service, Apache-Sitgreaves National Forests

Date

The authority and format of this award have been reviewed and approved for signature.

LARISA BOGARDUS
U.S. Forest Service Grants Management Specialist

Date

ATTACHMENT A: U.S. FOREST SERVICE AWARD PROVISIONS

- A. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to the recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the recipient or any third party.
- B. NOTICES. Any notice given by the U.S. Forest Service or the County will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the grant.

To the County, at the County's address shown in the grant or such other address designated within the grant.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- D. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

a. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procure a commercial sex act during the period of time that the award is in effect; or

(3) Use forced labor in the performance of the award or subawards under the award.

b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR 417.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR 417.
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any

subaward you make to a private entity.

4. Definitions. For purposes of this award term:

a. "Employee" means either:

- (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. "Private entity":

- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- (2) Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- ii. A for-profit organization.

d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

E. DRUG-FREE WORKPLACE.

1. the County agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

- b. Specify the actions the County will take against employees for violating that prohibition; and
- c. Let each employee know that, as a condition of employment under any instrument, he or she
 - (1) Must abide by the terms of the statement, and
 - (2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
2. the County agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. Your policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the U.S. Forest Service's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.
4. the County agree(s) to immediately notify the U.S. Forest Service if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the U.S. Forest Service within ten calendar days after the County learn(s) of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, the County must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

- F. ELIGIBLE WORKERS. the County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). the County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- G. FINANCIAL STATUS REPORTING. A Federal Financial Report, form SF-425 (and Federal Financial Report Attachment SF-425A, if required for reporting multiple grants), must be submitted annually. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the award. These forms may be found at www.whitehouse.gov/omb/grants_forms.
- H. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment shall be submitted on Standard Form (SF) 270, and shall be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the U.S. Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and U.S. Forest Service regulations. Advance payments shall not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the County receive(s) an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the U.S. Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award shall be returned to the U.S. Forest Service.

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Larisa Bogardus, Grants Management Specialist

- I. AWARD CLOSEOUT. the County shall close out the grant within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to the County shall be immediately refunded

to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

Within a maximum of 90 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the award shall be submitted to the U.S. Forest Service by the County.

If this award is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- J. PROGRAM PERFORMANCE REPORTS. the County shall monitor the performance of the grant activities to ensure that performance goals are being achieved.

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

the County shall submit annual performance reports. These reports are due 30 days after the reporting period. The final performance report shall be submitted either with the County's final payment request, or separately, but not later than 90 days from the expiration date of the grant.

- K. NOTIFICATION. the County shall immediately notify the U.S. Forest Service of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- L. CHANGES IN KEY POSITIONS AND PERSONNEL. Any revision to key positions and personnel identified in the application for this award require prior, written approval from the U.S. Forest Service. All technical positions are considered Key Personnel by the U.S. Forest Service. Failure on the part of the County to obtain prior, written approval when required may result in the disallowance of costs.
- M. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and

would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

- N. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- O. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of the County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- P. TERMINATION BY MUTUAL AGREEMENT. This award may be terminated, in whole or part, as follows:

- When the U.S. Forest Service and the County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- By 30 days written notification by the County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the U.S. Forest Service may terminate the award in its entirety.

Upon termination of an award, the County shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the County for the United States Federal share of the non-cancelable obligations properly incurred by the County up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

Q. DISPUTES.

1. Any dispute under this award shall be decided by the Program Manager. The Program Manager shall furnish the County a written copy of the decision.

2. Decisions of the Program Manager shall be final unless, within 30 days of receipt of the decision of the Program Manager, the County appeal(s) the decision to the U.S. Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Program Manager.
 3. In order to facilitate review on the record by the Director, AQM, the County shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
- R. DEBARMENT AND SUSPENSION. the County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- S. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS
1. *Requirement for System for Award Management Registration (SAM – formerly Central Contractor Registration or CCR):*
The recipient must maintain the currency of information in the SAM until submission of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that a review and update of the information at least annually after the initial registration, and more frequently if required by changes in information or another award term.
 2. *Requirement for Data Universal Numbering System (DUNS) Numbers:*
If authorized to make subawards under this award:
 - a. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward unless the entity has provided its DUNS number to you.
 - b. May not make a subaward to an entity unless the entity has provided its DUNS number.
 3. *Definitions:*
For purposes of this award term:
 - a. *System for Award Management Registration (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
 - b. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from

D&B by telephone (currently 866-705-5711) or the Internet (currently at <https://fedgov.dnb.com/webform>).

- c. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program covered by this award and that are subsequently awarded to an eligible subrecipient.
- b. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- c. A subaward may be provided through any legal agreement, including an agreement that may be considered a contract.

5. Subrecipient:

- a. Receives a subaward under this award;
- b. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

[END OF PROVISION]

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

- i. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified.* vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

END OF ATTACHMENT B: 2 CFR PART 170

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$3,250.00	\$0.00	\$15,438.00	\$0.00	\$18,688.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$79,470.00	\$0.00	\$79,470.00
Supplies/Materials	\$0.00	\$61,750.00	\$0.00	\$0.00	\$61,750.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$3,250.00	96496.00 \$61,750.00	\$94,908.00	\$0.00	\$159,908.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$3,250.00	\$61,750.00	\$94,908.00	\$0.00	\$159,908.00
Total Project Value:					\$159,908.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 40.65%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 59.35%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					
5% RAC assessment					\$3,250.00
Total Salaries/Labor					\$3,250.00

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					
Total Travel					\$0.00

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Equipment	\$0.00
-----------------	--------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
--------------------------	--------

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

Total Printing	\$0.00
----------------	--------

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other	\$0.00
-------------	--------

Subtotal Direct Costs	\$3,250.00
------------------------------	-------------------

Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$3,250.00			\$0.00
Total FS Overhead Costs				\$0.00

TOTAL COST	\$3,250.00
-------------------	-------------------

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Salaries/Labor				\$0.00

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Travel				\$0.00

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Equipment **\$0.00**

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation				
AB aggregate/ton		6175.00	\$10.00	\$61,750.00

Total Supplies/Materials **\$61,750.00**

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

Total Printing **\$0.00**

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other **\$0.00**

Subtotal Direct Costs	\$61,750.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$61,750.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$61,750.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
9 crew members		\$1,029.20	15.00	\$15,438.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Salaries/Labor	\$15,438.00
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Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Travel	\$0.00
---------------------	---------------

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
Grader	2.00	\$675.00	15.00	\$20,250.00
Dump truck	8.00	\$360.00	15.00	\$43,200.00
Water truck	2.00	\$382.50	15.00	\$11,475.00
Roller	1.00	\$225.00	4.00	\$900.00
Loader	1.00	\$405.00	9.00	\$3,645.00
Non-Standard Calculation				

Total Equipment	\$79,470.00
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Supplies/Materials			
Standard Calculation			
Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			

Total Supplies/Materials	\$0.00
--------------------------	--------

Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00
Non-Standard Calculation				
				\$0.00
				\$0.00
				\$0.00
Total Printing				
				\$0.00

Other Expenses					
Standard Calculation					
Item	# of Units	Cost/Unit			Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Other	\$0.00
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Subtotal Direct Costs	\$94,908.00
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$94,908.00			\$0.00
Total Coop. Indirect Costs				
				\$0.00

TOTAL COST	\$94,908.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	
9 crew members		\$1,029.20	15.00	Total
				\$15,438.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Salaries/Labor	\$15,438.00
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Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	
				Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Travel	\$0.00
---------------------	---------------

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	
Grader	2.00	\$675.00	15.00	Total
Dump truck	8.00	\$360.00	15.00	\$20,250.00
Water truck	2.00	\$382.50	15.00	\$43,200.00
Roller	1.00	\$225.00	4.00	\$11,475.00
Loader	1.00	\$405.00	9.00	\$900.00
				\$3,645.00
Non-Standard Calculation				

Total Equipment	\$79,470.00
------------------------	--------------------

Supplies/Materials			
Standard Calculation			
Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			

Total Supplies/Materials	\$0.00
---------------------------------	---------------

Printing			
Standard Calculation			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			

Total Printing	\$0.00
-----------------------	---------------

Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Non-Standard Calculation			

Total Other	\$0.00
--------------------	---------------

Subtotal Direct Costs	\$94,908.00
------------------------------	--------------------

Cooperator Indirect Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
	\$94,908.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$94,908.00
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Beth Bond

From: Espinoza, Cindy B. <CBEspinoza@azdes.gov>
Sent: Monday, July 22, 2013 4:24 PM
To: Beth Bond
Subject: August Child Support Awareness Month (Boards of Supervisors)
Attachments: 2013 Proclamation.pdf; 20130712091308642.tif

Dear Colleague:

Governor Brewer has proclaimed August Child Support Awareness Month (attached). I am seeking your help in "spreading the word" and requesting community assistance in promoting Child Support Awareness throughout August.

Please take note of the last WHEREAS of the proclamation - "With the focus of partnering being of great importance, the Department of Economic Security is changing the name of the Division of Child Support Enforcement to the Division of Child Support Services...." Your partnering will help "to provide positive customer engagement and having available quality supportive services within the community to effectively aid parents as they work to meet the physical development, emotional growth, and economic stability of Arizona's children."

I encourage you to post the Proclamation in your offices and public areas, share it with the people you serve, feature it in your newsletters, and send it to your list serves. Please encourage your contacts to contact me if they have questions and/or planned events at which the proclamation can be endorsed and/or DES Child Support Services can participate.

I thank you for "lending a helping hand" as we encourage communities and parents to be connected at every stage for Arizona's children. I look forward to hearing from you. If I am not immediately available, please feel free to contact Cindy Espinoza at (602) 771-6279.

Best Regards,

Marjorie Cook

Department of Economic Security
Division of Child Support Services (DCSS)
Outreach & Community Initiatives (OCI) Administrator
Site code: 966C-5

Direct: (602) 771-6302

Locational address:

DCSS Maricopa East Office
2290 W. Guadalupe Rd
Building 3
Gilbert, AZ 85233

Parents * Engaged At Every Stage * Community

Lending A Helping Hand

NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail and its attachments. If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail. Thank you.

Janice K. Brewer
Governor

Office of the Governor

*** CHILD SUPPORT AWARENESS MONTH ***

WHEREAS, Arizona promotes a thriving, productive, proactive and engaging community and tribes across all its counties by taking a collaborative and holistic approach to help families benefit from both co-parenting and community support; and

WHEREAS, providing financial support represents a part of parental responsibility and consistent financial support minimizes conflict between parents, ensures a greater opportunity for involvement of both parents, and increases the likelihood of children reaching their full potential; and

WHEREAS, parents spending quality time with their children and focusing on healthy, positive, and nurturing interactions and experiences helps form a healthy bond and contributes to a stronger productive state; and

WHEREAS, Arizona promotes the regular payment of support in regards to children and families of all demographics with employers, workforce programs, parenting advocacy organizations, faith based and community groups, and independent child welfare organizations by taking a holistic approach to best meet economic and social needs; and

WHEREAS, the Arizona Department of Economic Security, Division of Child Support Enforcement collaborates with the Office of the Attorney General, federal and state agencies, tribal governments, County Attorney Offices, County Clerks of Court, faith-based and community organizations, fatherhood groups, enforcement agencies, the business community and employers, and other interested parties in sustaining a stalwart community that assists parents in establishing a financial partnership to support their children; and

WHEREAS, with the focus of partnering being of great importance, the Department of Economic Security is changing the name of the Division of Child Support Enforcement to the Division of Child Support Services, with the division taking the steps to effectively educate and train all child support staff and partners to provide positive customer engagement and having available quality supportive services within the community to effectively aid parents as they work to meet the physical development, emotional growth, and economic stability of Arizona's children.

NOW, THEREFORE, I, Janice K. Brewer, Governor of the State of Arizona, do hereby proclaim August 2013 as

*** CHILD SUPPORT AWARENESS MONTH ***

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona

Janice K. Brewer
GOVERNOR

DONE at the Capitol in Phoenix on this seventeenth day of June in the year Two Thousand and Thirteen, and of the Independence of the United States of America the Two Hundred and Thirty-seventh.

ATTEST:

Ken Blum
Secretary of State





DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Clarence H. Carter
Director

July 9, 2013

Dear Child Support Community,

The Division of Child Support Services (DCSS) is committed to serve Arizona's families and encourage both parents to be engaged in every stage of a child's life. We partner with many organizations to promote parental responsibility so that children receive support from both the parents, even when they live in separate households.

While, DCSS is charged with being a fiduciary for determining legal parentage and establishing and enforcing support orders, the ultimate goal is to improve the lives of the children and families we serve.

We are grateful for Governor Brewer's acknowledgement of August 2013 as Child Support Awareness Month. We appreciate the many organizations that contribute to the child support mission and work tirelessly to ensure a successful future for the children and families of Arizona.

We invite you to join us throughout August in promoting Child Support Awareness Month. We also welcome your ideas for promoting Child Support Awareness within your community. Please contact Marjorie Cook with any ideas or event information at (602) 771-6302.

Thank you for your commitment in lending a helping hand for our children and families.

Sincerely,

Todd Bright
Department of Economic Security, Acting Assistant Director
IV-D Director, Division of Child Support Services

TB:mc