



Joe Shirley, Jr.
Chairman, District I

Tom M. White, Jr.
Vice Chairman, District II

Barry Weller
Supervisor, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS AND
THE APACHE COUNTY LIBRARY DISTRICT
December 15, 2015
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST**

Pledge of Allegiance.
Invocation by Invitation

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
December 15, 2015**

1. Notification of the retirement of Tresa Cox, Library Manager, Sanders Public Library, effective January 1, 2016 and request approval to payout her accumulated sick leave balance per Apache County Human Resources Policy 3.25.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS,
December 15, 2015**

1. Mike Hauser & Joyce Alves, Apache County 4-H: The University of Arizona Apache County Cooperative Extension 2015 Contributor Award presentation. The recipients are Megan Bryan for her dedication, support and service to the Apache County 4-H Youth Development Program and Tim Udall for his enthusiasm, contribution and passion to home horticulture activities in Apache County and Northern Arizona.
2. Community Development: Consideration and possible approval to allow Doug Sandahl to amend the Final Plat for Four Seasons Condominium, adjusting lot lines to incorporate more land area, to 1.69 acres, increasing to 10 pre-existing units. Property is located in Greer, AZ, 102-14-006. Planning and Zoning Commission recommendation is 3 approve,

2 against, and 1 abstain.

3. Community Development: Public Hearing, Consideration and possible recommendation for approval of a Reversion to Acreage to allow Dan Finestead to amend the plat map for Los Pinos De Paz, Unit 2 to combine Lot 53, Lot 54 and Lot 55 into one 3.1 acre lot. Property is located near Nutrioso, AZ 85932, 102-56-0053, 054, 055. Planning and Zoning Commission recommended unanimous approval.
4. Malena Bazarro, Grants Manager: Public Hearing regarding the use of approximately \$216,306 in Fiscal Year 2016 Community Development Block Grant (CDBG) funds.
5. Malena Bazarro, Grants Manager: Discussion and possible approval of the Resolution of Authorization to Submit Application and Implement CDBG Projects.
6. Malena Bazarro, Grants Manager: Discussion and possible adoption of the Relocation Assistance Plan as required by the Arizona Department of Housing for the CDBG applications.
7. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.


County Manager/Clerk of the Board:

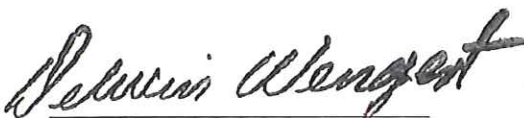
- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between December 1, to December 15, 2015. Demands are payments made or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
 - *B. Request approval of minutes dated December 1, 2015.
 - *C. Request modification to the 2016 Board of Supervisors Meeting Schedule.
 - *D. District II: Request approval to purchase turkeys and hams for three senior centers; Ganado, Nazlimi and Tsaile/Wheatfields Senior Center, at a not to exceed cost of \$2,000 total. The purchase will be utilizing District II general funds.
 - *E. Assessor's Office: We are asking the Board of Supervisors to extend the Temporary employment of Holly Bond from 12/03/2015 to the end of the fiscal year.
8. Barry Weller, District III: Recognition of Bobby Fite and Kay Hauser for their service to District III, in the Planning & Zoning Commission and notification of the appointment of Brad Peterson and Terry Smith to the Planning and Zoning Commission to fill the vacancies created by their term expirations. Mr. Peterson's term shall commence on January 1, 2016 and

Mr. Smith's on January 9, 2016. Mr. George Walsh's appointment as an alternate for District III, and other Districts if requested, remain in effect to ensure that quorum requirements are met.

9. Community Development: Consideration and possible approval to appoint Kay Hauser to represent District II, effective January 01, 2016 and appoint Bobby Fite to represent District I, effective January 09, 2016 on the Planning and Zoning Commission.
10. County Manager: Discussion and possible selection of the Chairman and Vice Chairman of the Board of Supervisors for 2016.
11. County Manager: Discussion and possible approval of a Board member to serve on the Legislative Policy Committee (LPC) for the County Supervisor's Association.
12. Doyel Shamley, Natural Resources Liaison: Discussion and possible approval of the Apache-Sitegreaves Forest Plan Appeal from Apache County.
13. Information Technologies: Discussion and possible approval to hire Steven Gordon at a salary of \$53,161.95 and reimburse him \$500 for relocation per policy manual section 1.7. The position salary range is 50, midpoint range is \$54,491. The request is due to Mr. Gordon having more than ten years' applicable experience.
14. Finance Department: Discussion and possible approval of using Financial Advisors, LLC., REDW to write Apache County's Financials at a rate of \$135 per hour for Fiscal Years 2014 & 2015, utilizing professional services at a not to exceed cost of \$26,000.
15. Elections Department: Discussion and possible approval to enter into a ballot processing, printing and mailing Services Agreement with Elections Systems & Software, LLC.
16. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter, or ask that a matter be placed on a future agenda.

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

Posted 12/9/15 at 4:00 a.m. p.m. by 



Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Library District, Judith Pepple

Date/Signature: November 20, 2015 Judith Pepple

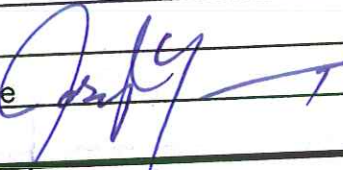
Describe in detail what you want to say to the Board and what action you want the Board to take:

Notification of the retirement of Tresa Cox, Library Manager, Sanders Public Library, effective January 1, 2016 and request approval to payout her accumulated sick leave balance per Apache County Human Resources Policy 3.25.


BOS Meeting Date Requested December 15, 2015

PRE-AGENDA ITEM REVIEW

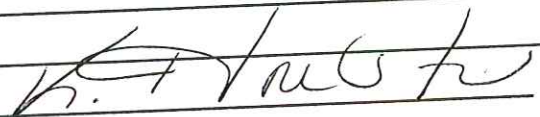
Legal Review: _____

Signature 

Finance Review: _____

Signature 

Human Resources Review: _____

Signature 

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Judith Pepple

From: Ryan Patterson
Sent: Monday, November 23, 2015 6:45 AM
To: Judith Pepple
Subject: RE: Sick leave payout

Appears in order. Please accept as signature.

Ryan N. Patterson, CPA
Director of Finance/CFO
Apache County

From: Judith Pepple
Sent: Friday, November 20, 2015 3:37 PM
To: Ryan Patterson <rpatterson@co.apache.az.us>
Subject: Sick leave payout

Good afternoon, Ryan,

Tresa Cox, Library Manager, Sanders Public Library, will be retiring from the County on January 1, 2016.

She has been working for the Library District since August 21, 1995.

At the Board meeting on December 15, 2015, I will ask the Board for authorization to payout her sick leave.

Will you please review this agenda item and its attachments and let me know whether they are in order?

If so, will you please let me know when it will be convenient for me to drop by your office to obtain your signature?

Thank you,

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

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

3.25 Retiree Accumulated Sick Leave (RASL):

Employees who terminate employment with the County forfeit their sick leave, except for those employees who retire from Apache County in good standing and have a sick leave balance that exceeds 500 hours. Pursuant to A.R.S. § 38-615, upon authorization by the Board of Supervisor, payment will be made in accordance with the following schedule:

Sick Leave Balance Rate of Reimbursement

(Based on following percentages of officer's or employee's hourly rate)

500 - 749 hours 25%

750 - 999 hours 33%

1000 - 1500 hours 50%

No officer or employee who receives payments as provided in the above schedule shall receive more than \$30,000.00. If an officer or employee receives payment pursuant to this section, the officer or employee shall be paid the amount due the officer or employee in installments over a three year period.

For purposes of this section, the value of sick leave credit shall not be used to compute the average salary. Further, payments authorized by this section for accumulated sick leave are not salary or compensation for the purposes of making retirement contributions or computing any pension benefit.

The provisions of this section apply only to an officer or employee of the county who is eligible to participate in the Arizona State Retirement System, the Public Safety Personnel Retirement System, the Corrections Officer Retirement Plan, or in an optional retirement program established by the Arizona Board of Regents pursuant to A.R.S. § 15-1628.

38-615. Payment for accumulated sick leave; requirements; limit; definition

A. An officer or employee of this state, subject to legislative appropriation, or an officer or employee of a county, subject to authorization by the board of supervisors, is eligible, on retirement, to receive benefits as follows:

1. An officer or employee who has at least five hundred but less than seven hundred fifty hours of sick leave is entitled to receive payments equal to twenty-five per cent of the officer's or employee's salary at the officer's or employee's current hourly rate for each hour of accumulated sick leave.

2. An officer or employee who has at least seven hundred fifty but less than one thousand hours of sick leave is entitled to receive payments equal to thirty-three per cent of the officer's or employee's salary at the officer's or employee's current hourly rate for each hour of accumulated sick leave.

3. An officer or employee who has at least one thousand hours of sick leave is entitled to receive payments equal to fifty per cent of the officer's or employee's salary at the officer's or employee's current hourly rate for each hour of accumulated sick leave not to exceed one thousand five hundred hours of accumulated sick leave.

B. In order to be eligible to receive payments pursuant to subsection A of this section:

1. An officer or employee must establish a retirement date not later than thirty-one days after termination of employment by qualifying with an authorized retirement system or plan of this state.

2. The retirement date must be effective not later than thirty-one days after termination of employment.

3. An officer or employee shall elect retirement benefits that are defined not later than thirty-one days after termination of employment.

C. An officer or employee who receives payments as provided in subsection A of this section shall not receive more than thirty thousand dollars.

D. If an officer or employee receives payments pursuant to subsection A of this section, the officer or employee shall be paid the amount due the officer or employee either in a lump sum or in installments over a three year period.

E. If an officer or employee dies before the officer or employee receives the total payment due to the officer or employee or if an officer or employee is eligible for normal retirement but has not retired at the time of the officer's or employee's death, the officer's or employee's beneficiary is entitled to receive the balance due to the officer or employee in a lump sum.

F. Notwithstanding any other law:

1. The cash value of the sick leave credit pursuant to subsection A of this section shall not be used to compute the average salary.

2. The payment authorized by this section for accumulated sick leave is not salary or compensation for the purposes of making retirement contributions or computing any pension benefit.

3. The sick leave must be available for use by the officer or employee at the time of termination of employment. This section does not apply to previously forfeited sick leave.

G. This section applies to an officer or employee of this state or a county who is eligible to participate in the Arizona state retirement system as provided in chapter 5, article 2 of this title, in the public safety personnel retirement system as

provided in chapter 5, article 4 of this title, in the corrections officer retirement plan as provided in chapter 5, article 6 of this title or in an optional retirement program established by the Arizona board of regents pursuant to section 15-1628.

H. This section applies retroactively to July 1, 1998 to an officer or employee of a university under the jurisdiction of the Arizona board of regents who participates in a federal retirement system, except that this section does not apply to a participant in a federal retirement system if the participant receives any sick leave payment from the federal government.

I. This section applies only to officers or employees of this state or a county whose compensation regulations provide for a forfeiture of sick leave on retirement.

J. For the purposes of this section, "hourly rate" means an officer's or employee's hourly salary on retirement, excluding overtime pay and pay for unused annual leave.

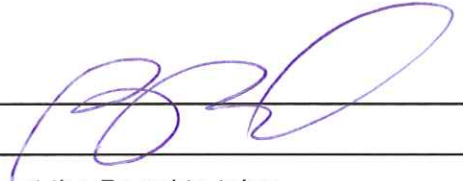
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Mike Hauser- 4-H

Date/Signature: 12/3/15



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

Mike Hauser & Joyce Alves, Apache County 4-H: The University of Arizona Apache County Cooperative Extension 2015 Contributor Award presentation. The recipients are Megan Bryan for her dedication, support and service to the Apache County 4-H Youth Development Program and Tim Udall for his enthusiasm, contribution and passion to home horticulture activities in Apache County and Northern Arizona.

/15BOS Meeting Date Requested 12/15/15

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: _____

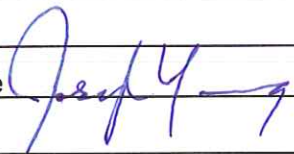
Describe in detail what you want to say to the Board and what action you want the Board to take:

Consideration and possible approval to allow Doug Sandahl to amend the Final Plat for Four Seasons Condominium, adjusting lot lines to incorporate more land area, to 1.69 acres, increasing to 10 pre-existing units. Property is located in Greer, AZ 102-14-006

BOS Meeting Date Requested December 15, 2015

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature  _____

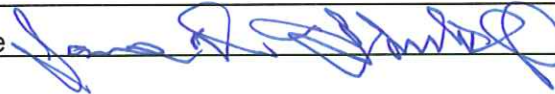
Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature  _____

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

9495 Public Hearing

Posted: Friday, November 27, 2015 3:30 am

The Apache County Board of Supervisors

will hold a meeting on Tuesday, December 15, 2015 at 8:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board of Supervisors will hold a public hearing to consider and possibly approve the following items:

Consideration and possible approval of a Reversion to Acreage to allow Dan Finestead to amend the plat map for Los Pinos De Pas, Unit 2 to combine Lot 53, Lot 54 and Lot 55 into one 3.1 acre lot. Property is located near Nutrioso, AZ. 102-56-053, 054, 055

Consideration and possible approval of a Reversion to Acreage to allow Jesse Brazel and Ed Coleman to amend the plat map of Gobbler Peak Estates and combine Lot 2 and Lot 17. Property is located near Nutrioso, AZ 85932. 101-69-002 and 101-69-017

Copies are available at the Community Development Department or you may review them on the web at www.co.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 Development, P.O. Box 238, St. Johns, AZ 85936 or send e-mail to mollerton@co.apache.az.us.

Published in the White Mountain Independent, November 27, 2015

WMI 9495, A, 1x, 11/27/15e



SUBDIVISION APPLICATION

STAGE OF DEVELOPMENT

Preliminary Plat Final Plat Amendment Reversion

APPLICANT / DEVELOPER

Name Four Seasons Cabins LLC
 Mailing Address PO Box 80316
Phx, AZ 85060
 Contact Person Doug Sandahl
 Phone 602-550-5433 Fax -
 Email dsandahl@cox.net

PROPERTY OWNER (if different than applicant)

Name _____
 Mailing Address _____

 Contact Person _____
 Phone _____ Fax _____
 Email _____

PROJECT ENGINEER

Name Geostone LLC
 Mailing Address PO Box 2400
St Johns, AZ 85936
 Contact Person Ken Flygare
 Phone 928-337-3621 Fax NA
 Email Ken.geostone@gmail.com

PROPERTY INFORMATION

Assessor's Parcel #(s) 102-14-006
 Township 7N Range 27E Section 14
 Subdivision Name Four Seasons Condominium
 Unit # _____
 Address/Location 28 Main St
Glen, AZ 85927
 Number of Lots Proposed Ten (10)
 Total Site Acreage Two (2)
 Proposed Access CR 1120 (Main St) and
CR 1008 (Rhoter Rd)

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Planning and Zoning 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.

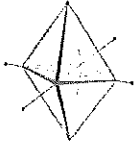
Signature of Applicant Doug Sandahl, Number _____ Date 11/2/15

Signature of Property Owner (if not the applicant) _____ Date _____

OFFICE USE ONLY	
Received By <u>[Signature]</u>	Date <u>11/3/15</u>
Receipt # <u>444306</u>	Fee <u>800</u>
Subdivision # <u>2015-0000022</u>	
Related Subdivisions _____	

RECEIVED
 NOV 03 2015
 BY: [Signature]

COMMISSION ACTION	
<input checked="" type="checkbox"/> Approved with Conditions (see attachments)	<input type="checkbox"/> Denied
Chairman <u>[Signature]</u>	Date <u>12/3/15</u>
BOARD ACTION	
<input type="checkbox"/> Approved with Conditions (see attachments)	<input type="checkbox"/> Denied
Chairman _____	Date _____
<small>11-21-2005</small>	



GeoStone LLC
LAND SURVEYING & DEVELOPMENT
CIVIL ENGINEERING

P.O. Box 2400
St. Johns, AZ 85936
Phone: 928-337-3621
Cell: 928-245-5442
Ken.geostone@gmail.com

November 6, 2015

Response to a letter from Apache County Community Development staff review requesting additional information on the Four Seasons Condominium – Amended development submittal.

A) Additional Information.

3) Public water and sewer, required documentation.

A) Existing sanitary sewers, storm drains, water supply mains, and bridges within the tract, or within two hundred (200') feet thereof.

SANITARY SEWERS: The Little Colorado Sanitary District currently provides sewer services to Units 1-3 and Units 8-10 on the Four Seasons property. This Sanitary District also serves all of the surrounding properties and has done so since the district was created. When the utility connections for Units 4-7 of Four Seasons are completed, they will also be connected into their sewer collection system.

STORM DRAINS: There are no underground storm drains in the area. At this time the surface water run-off from rain and snow is carried by existing gutter ditches located along the roadway edges to the West Fork of the Little Colorado River where it then mixes with the water in the river and flows on through the Four Seasons development property as shown on the map.

WATER SUPPLY MAINS: There are no water supply mains, in the common usage of that term, in the project area. The residences, both in the Four Seasons development property and in the surrounding properties, use individual wells, or a number of properties may combine and jointly use a common well under an agreement between those respective properties.

BRIDGES: There is a bridge located on Rohrer Road that is located adjacent to the Four Seasons development and is shown on the submitted plat. This bridge allows Rohrer Road to cross the West Fork of the Little Colorado River which river, as shown on the map, flows through the Four Seasons development property.

B) A statement signed by an engineer giving estimates of the projected water and sewer needs of the entire development in gallons per day.

WATER AND SEWER NEEDS ESTIMATE: Very little, if any, water is used for out of cabin needs so the amount of water used for domestic use and for sewer use will be basically the same. The Little Colorado Sanitary District uses the number of 150 gal/day/bedroom in estimating sewer flows. Using this same number, the flow of water, and also the same for sewer, for units 1-10, which have 20 bedrooms jointly, would be 3,000 gallons per day. This would be the water and sewer flows in this development upon full occupation.

Keith Shreeve, P.E. & L.S.

**AMENDED DECLARATION OF CONDOMINIUM AND OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
FOUR SEASONS CONDOMINIUM**

DATED

December __, 2015

TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS..... 1
1.1	"Articles" 2
1.2	"Assessments" 2
1.3	"Assessment Lien" 2
1.4	"Association" 2
1.5	"Board of Directors" 2
1.6	"Bylaws" 2
1.7	"Common Elements" 2
1.8	"Common Expenses" 2
1.9	"Common Expense Assessment" 2
1.10	"Common Expense Liability" 2
1.11	"Condominium" 2
1.12	"Condominium Documents" 2
1.13	"Declarant" 2
1.14	"Declaration" 3
1.15	"Development Rights" 3
1.16	"Eligible Mortgage Holder" 3
1.17	"First Mortgage" 3
1.18	"First Mortgagee" 3
1.19	"Improvements" 3
1.20	"Limited Common Elements" 3
1.21	"Member" 3
1.22	"Period of Declarant Control" 3
1.23	"Person" 3
1.24	"Plat" 3
1.25	"Purchaser" 4
1.26	"Rules" 4
1.27	"Special Assessment" 4
1.28	"Special Declarant Rights" 4
1.29	"Unit" 4
1.30	"Unit Owner" 4
ARTICLE II	CREATION AND DECLARATION OF CONDOMINIUM 4
2.1	Creation..... 5
2.2	Applicable Law..... 5
2.3	Name and Description of Condominium; Association 5
2.4	Commercial Condominium..... 5
ARTICLE III	DESCRIPTION OF UNITS AND UNIT BOUNDARIES..... 5
ARTICLE IV	ALLOCATION OF INTERESTS AND VOTING RIGHTS 6
4.1	Allocation of Common Element Interest 6
4.2	Allocation of Common Expense Liabilities..... 6

TABLE OF CONTENTS
(continued)

	Page
4.3 Allocation of Limited Common Elements.....	6
4.4 Reallocation of Limited Common Elements.....	6
4.5 Assignment of Parking Spaces.....	6
4.6 Membership and Voting Rights.....	7
ARTICLE V DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS	7
5.1 Development Rights of Declarant.....	7
5.2 Special Declarant Rights.....	7
5.3 Transfer of Special Declarant Rights.....	7
5.4 Legal Description.....	8
5.5 Time Limits.....	8
ARTICLE VI EASEMENTS.....	8
6.1 Existing Easements.....	8
6.2 Utility Easements.....	8
6.3 Easements for Ingress and Egress.....	8
6.4 Easements for Emergency and Service Vehicles; Refuse Collection.....	8
6.5 Unit Owners' Easements of Enjoyment	9
6.6 Declarant's Use for Sales and Leasing Purposes	10
6.7 Declarant's Easements.....	10
6.8 Easement for Support.....	11
6.9 Common Elements Easement in Favor of the Association.....	11
6.10 Common Elements Easement in Favor of Unit Owners.....	11
6.11 Units and Limited Common Elements Easement in Favor of Association	11
6.12 Easement for Unintended Encroachments.....	12
ARTICLE VII USE AND OCCUPANCY RESTRICTIONS	12
7.1 Plat Notes.....	12
7.2 Improvements and Alterations.....	12
7.3 No Partition and Subdivision.....	13
7.4 Trash Containers and Collection.....	13
7.5 Machinery and Equipment.....	13
7.6 Diseases and Insects.....	14
7.7 Environmental Restrictions.....	14
7.8 Parking Spaces.....	14
7.9 Motor Vehicle Repair and Towing of Vehicles.....	14
7.10 Signs.....	15
7.11 Lawful Use.....	15
7.12 Nuisances and Offensive Activity	15
7.13 Noise Reduction.....	15
7.14 Window Coverings	15
7.15 Savings Clause.....	15

TABLE OF CONTENTS
(continued)

	Page
7.16 Variances.....	16
ARTICLE VIII MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS.....	16
8.1 Duties of the Association.....	16
8.2 Duties of Unit Owners.....	17
8.3 Repair or Restoration Necessitated by Unit Owner.....	17
8.4 Unit Owner's Failure to Maintain.....	17
ARTICLE IX THE ASSOCIATION; RIGHTS AND DUTIES; MEMBERSHIP.....	18
9.1 Rights, Powers and Duties of the Association.....	18
9.2 Directors and Officers.....	18
9.3 Rules.....	18
9.4 Composition of Members.....	19
9.5 Non-Liability of Officials and Indemnification.....	19
ARTICLE X ASSESSMENTS.....	19
10.1 Creation of the Lien and Personal Obligation to Pay Assessments.....	19
10.2 Purpose of Assessments.....	20
10.3 Preparation of Budget.....	20
10.4 Common Expense Assessment.....	21
10.5 Special Assessments.....	22
10.6 Notice and Quorum for Any Action Authorized Under Section 10.5.....	22
10.7 Fines and Penalties.....	22
10.8 Billing and Collection Procedures.....	23
10.9 Collection Costs and Interest on Delinquent Amounts.....	23
10.10 Subordination of Assessment Lien to Mortgages.....	23
10.11 Exemption of Unit Owner.....	23
10.12 Certificate of Payment.....	23
10.13 No Offsets.....	24
10.14 Surplus Funds.....	24
10.15 Reserves Fund.....	24
10.16 Administrative Fee.....	24
ARTICLE XI INSURANCE.....	24
11.1 Scope of Coverage.....	25
11.2 Payment of Premiums.....	26
11.3 Insurance Required to be Obtained by Unit Owners.....	26
11.4 Non-Liability of Association.....	26
11.5 Payment of Insurance Proceeds.....	27
11.6 Certificate of Insurance.....	27

TABLE OF CONTENTS
(continued)

	Page
ARTICLE XII EMINENT DOMAIN	27
ARTICLE XIII DISPUTE RESOLUTION	28
13.1 Agreement To Avoid Litigation.....	28
13.2 Alternative Dispute Resolution.....	28
13.3 Disputes between Owners.....	31
13.4 Amendments	32
ARTICLE XIV GENERAL PROVISIONS	32
14.1 Enforcement.....	32
14.2 Disclosures and Unit Owner Acknowledgments	32
14.3 Severability	33
14.4 Termination of Condominium	33
14.5 Amendment.....	33
14.6 Remedies Cumulative	33
14.7 Notices	33
14.8 Binding Effect.....	34
14.9 Notice of Resale	34
14.10 Gender.....	34
14.11 Topic Headings	34
14.12 Survival of Liability	34
14.13 Construction.....	35
14.14 Joint and Several Liability	35
14.15 Guests and Tenants	35
14.16 Attorneys' Fees.....	35
14.17 Number of Days.....	35
14.18 Declarant's Disclaimer of Representations	35
14.19 No Absolute Liability	35
14.20 Original Construction; Ownership.....	35
14.21 Additional Information	36

**AMENDED DECLARATION OF CONDOMINIUM AND OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
FOUR SEASONS CONDOMINIUM**

THIS AMENDED DECLARATION OF CONDOMINIUM AND OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FOUR SEASONS CONDOMINIUM ("**Declaration**") is made this ___th day of December, 2015, by FOUR SEASONS CABINS LLC, an Arizona limited liability company ("**Declarant**"), and amends, replaces, voids and supersedes the Declaration of Condominium and of Covenants, Conditions, Restrictions and Easements for Four Seasons Condominium recorded March 9, 2015 as recording number 2015-001031 (Pages 1-41) in the official records of Apache County.

RECITALS

A. Declarant is the owner of land located in Apache County, Arizona, described as follows:

Units 1 through 10 and Common Elements of Four Seasons Condominium, a commercial condominium of Apache County, Arizona, recorded in Book ___ of Maps at Page ___ (3 pages) thereof, Apache County Records.

which real property shall hereinafter be referred to as the "Property".

B. Declarant desires and intends that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements in this Declaration, which: (i) are for the purpose of creating a condominium under the Arizona Condominium Act, A.R.S. §§ 33-1201 et seq. (as may be amended from time to time, the "Condominium Act"); (ii) are for the purpose of protecting the value, desirability, attractiveness and character of the Property (iii) shall run with all of the real property comprising the Property; (iv) shall be binding on all parties having any right, title, or interest in the Property, or any part thereof; and (v) shall inure to the benefit of the aforementioned parties and their heirs, successors and assigns.

C. Declarant has formed an Arizona nonprofit corporation to be known as "Four Seasons Commercial Condominium Association", for the purposes of, among other things, (i) the efficient preservation of the values and amenities of the Property, in regard to which the Association will be delegated certain powers of administering and maintaining the Common Elements and enforcing this Declaration and Rules adopted pursuant hereto; and (ii) establishing, collecting, disbursing and enforcing the Assessments created herein.

NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the meanings specified for such terms in the Condominium Act. As used in this Declaration, the following terms shall have the following meanings:

1.1 "**Articles**" means the Articles of Incorporation of the Association, as they may be amended from time to time.

1.2 "**Assessments**" means the Common Expense Assessment and Special Assessments levied and assessed against each Unit pursuant to ARTICLE X of this Declaration.

1.3 "**Assessment Lien**" means the charge and continuing servitude and lien against a Unit for payment of Assessments, monetary penalties and other charges pursuant to this Declaration as more particularly described in Section 10.1 of this Declaration.

1.4 "**Association**" means "Four Seasons Commercial Condominium Association" organized by Declarant to administer and enforce the Condominium Documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns.

1.5 "**Board of Directors**" means the Board of Directors of the Association.

1.6 "**Bylaws**" means the Bylaws of the Association, as they may be amended from time to time.

1.7 "**Common Elements**" means all portions of the Condominium other than the Units, including, without limitation, Limited Common Elements and any amenities, water and wastewater distribution systems, walkway areas, private drives, drainage areas and landscaping.

1.8 "**Common Expenses**" means expenditures made by, or financial liabilities incurred or to be incurred by the Association, together with required allocations to reserves, including but not limited to expenditures incurred in the enforcement of provisions of the Condominium Documents.

1.9 "**Common Expense Assessment**" means any assessment levied against the Units pursuant to Section 10.4 of this Declaration.

1.10 "**Common Expense Liability**" means the liability for Common Expenses allocated to each Unit by this Declaration.

1.11 "**Condominium**" means the real property located in Apache County, Arizona, submitted to the Declaration together with all buildings and other Improvements located hereon and all easements, rights, and appurtenances belonging thereto. The name of the Condominium created by this Declaration is "Four Seasons Condominium."

1.12 "**Condominium Documents**" means this Declaration, including the Plat, and the Articles, Bylaws, and Rules.

1.13 "**Declarant**" means Four Seasons Cabins LLC, an Arizona limited liability company, and their successors or assigns who have in writing been designated as a successor to the rights of Declarant hereunder.

1.14 "**Declaration**" means this Amended Declaration of Condominium and of Covenants, Conditions, Restrictions and Easements for Four Seasons Condominium, as it may be amended from time to time, together with the exhibits, and where appropriate by context, the Plat.

1.15 "**Development Rights**" means any right or combination of rights reserved by or granted to Declarant in this Declaration as permitted by the Condominium Act.

1.16 "**Eligible Mortgage Holder**" means a First Mortgagee who has in writing requested that the Association furnish it with specific written notice of amendments or other material actions in relation to this Declaration.

1.17 "**First Mortgage**" means any mortgage or deed of trust on a Unit with first priority over any other mortgage or deed of trust.

1.18 "**First Mortgagee**" means the holder of any First Mortgage.

1.19 "**Improvements**" means all physical structures including, but not limited to, cabins, decks, patios, balconies, parking areas, driveways, fences and walls, mailboxes, propane tanks, planters, trash receptacles, and all landscaping, including, but not limited to, hedges, plantings, trees and shrubs of every type and kind.

1.20 "**Limited Common Elements**" means a portion of the Common Elements specifically designated in this Declaration or on the Plat as a Limited Common Element and allocated by this Declaration or by operation of the Condominium Act for the exclusive use of one or more, but fewer than all, of the Units. The deck, patio, balcony and propane tank(s) of each Unit which lies outside the Unit/Lot shall be a Limited Common Element of the Unit.

1.21 "**Member**" means a Unit Owner who, by reason of ownership of a Unit, is entitled to automatic membership in the Association as set forth in the Bylaws.

1.22 "**Period of Declarant Control**" means the time period commencing on the date this Declaration is recorded in the Apache County Recorder's Office, and ending on the earlier of:

(A) Ninety (90) days after the conveyance of one-hundred percent (100%) of the Units which may be created in the Condominium to Unit Owners other than Declarant; or

(B) Four (4) years after Declarant has ceased to offer Units for sale in the ordinary course of business.

1.23 "**Person**" means a natural person, corporation, business trust, estate, trust, partnership, association, limited liability company, joint venture, government, government subdivision or agency, or other legal or commercial entity, and in the case of a subdivision trust, means the beneficiary of the trust who holds the right to subdivide, develop or sell the real estate rather than the trust or trustee.

1.24 "**Plat**" means the condominium plat for Four Seasons Condominium, recorded in the Official Records of the Apache County Recorder's Office, and any amendments, supplements, or corrections thereto, including the Final Plat – Four Seasons Condominium – Amended recorded in Book ___ of Maps at Page ___ (3 pages) thereof, Apache County records.

1.25 "**Purchaser**" means any Person, other than Declarant, who by means of a voluntary transfer becomes a Unit Owner except for: (i) a Person who purchases a Unit and then leases it to Declarant for use as a model, sales or leasing office, fitness facility or business support center in connection with the sale of other Units, or (ii) a Person who, in addition to purchasing a Unit, is assigned any Special Declarant Right.

1.26 "**Rules**" means the rules and regulations adopted by the Association, as they may be amended from time to time.

1.27 "**Special Assessment**" means any assessment levied against the Units pursuant to Section 10.5 of this Declaration.

1.28 "**Special Declarant Rights**" means any right or combination of rights reserved by or granted to Declarant in this Declaration or by the Condominium Act.

1.29 "**Unit**" means a portion of the Condominium designated for separate ownership and occupancy, as shown on the Plat and more particularly described in Article III of this Declaration.

1.30 "**Unit Owner**" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Unit. Unit Owner shall not include (i) Persons having an interest in a Unit merely as security for the performance of an obligation or (ii) a lessee or tenant of a Unit. Unit Owner shall include a Purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract through which a seller has conveyed to a Purchaser equitable title to a Unit under which the seller is obligated to convey to the Purchaser the remainder of seller's title in the Unit, whether legal or equitable, upon payment in full of all monies due under the contract. The term "Unit Owner" shall not include a Purchaser under a purchase contract and receipt, escrow instructions or similar executory contract which is intended to control the rights and obligations of the parties to the executory contract pending the closing of a sale or purchase transaction. In the case of Units the fee simple title to which is vested in a trustee pursuant to A.R.S., §§ 33-501 et seq., the Trustor shall be deemed to be the Unit Owner.

ARTICLE II

CREATION AND DECLARATION OF CONDOMINIUM

2.1 Creation. This condominium is created by Declarant pursuant to the Arizona Condominium Act, A.R.S. §§ 33-1201 et seq., as the same may be amended from time to time. This instrument is executed by all of the Unit Owners.

2.2 Applicable Law. All the provision of the Condominium Act shall apply to this Condominium, its organization, rights of Declarant, management, etc., unless a contrary provision is specified in the Declaration.

2.3 Name and Description of Condominium; Association. The name of the Condominium is Four Seasons Condominium, a commercial condominium. The legal description of the Condominium is Units 1 through 10 and Common Elements of Four Seasons Condominium, a condominium of Apache County, Arizona, recorded in Book __ of Maps at Page __ (3 pages) thereof, Apache County Records. The Identifying Numbers of the Units submitted to the Condominium are those Units consecutively numbered 1 through 10 inclusive, as shown on the Plat.

The name of the Unit Owners Association shall be Four Seasons Commercial Condominium Association.

2.4 Commercial Condominium. The Property is zoned "GCR" which means Greer Commercial Resort Zone. The purpose of and the permitted uses in the Greer Commercial Resort Zone are listed in the Apache County Zoning Ordinance, Article 6. Greer Zones. The Property is commercially zoned and restricted to the operation of guest accommodations for the short-term visitor. Each Unit owner agrees to comply with all applicable governing ordinances and codes, including the Apache County Zoning Ordinance. The Property is not zoned for single family residential use nor is the Property being sold or intended to be used for single family residential use. The sale of the Property and its individual Units are exempt from the requirements of ARS 32-2181, under the exemptions allowed in ARS 32-2181.02.

ARTICLE III

DESCRIPTION OF UNITS AND UNIT BOUNDARIES

The Units initially created by and subject to this Declaration are shown and depicted on the Plat, and the location and identifying numbers of Units are shown and described on the Plat.

(A) The horizontal boundaries of each Unit are shown on the Plat. The vertical boundaries begin fifteen (15) feet below the finished floor elevation as shown on the Plat, and extend thirty (30) feet above the finished floor elevation as shown on the Plat.

(B) In the event of an inconsistency or conflict between the provisions of this section and the Plat, this section shall control.

(C) The physical boundaries of a Unit shall be considered to be the proper boundaries regardless of the settling, rising or lateral movement of the building structure and regardless of any variances between the boundaries shown on the Plat and the actual physical boundaries.

ARTICLE IV

ALLOCATION OF INTERESTS AND VOTING RIGHTS

4.1 Allocation of Common Element Interest. The undivided interests in the Common Elements shall be allocated among the Units based upon a ratio, the numerator of which is one (1) and the denominator of which is the total number of all Units in the Condominium. In no event shall the cumulative interests of all Units exceed or be less than a total of 100%. Initially, each Unit shall have a Common Element Interests of 1/10th, or 10.0%.

4.2 Allocation of Common Expense Liabilities. The Common Expense Liability shall be allocated among the Units in the same ratio as the Common Element Interest assigned to each Unit set forth in Section 4.1.

4.3 Allocation of Limited Common Elements. The following portions of the Common Elements are Limited Common Elements and are allocated to the exclusive use of one Unit as follows: Any porch or deck existing at the time of the recording of this Declaration, or; any porch or deck originally constructed by the Declarant during the Period of Declarant Control; or any gas tank or meter, electric service or meter, or water service or meter which serves only one Unit is allocated to the Unit it serves.

4.4 Reallocation of Limited Common Elements.

(A) A Limited Common Element may be reallocated by an amendment to this Declaration made in accordance with the provisions of the Condominium Act. During the Period of Declarant Control, all such proposed reallocations must be submitted to and approved in writing by Declarant.

(B) During the Period of Declarant Control, Declarant shall have the right, without a vote of the Members or any other approval, to allocate as a Limited Common Element any portion of the Common Elements not previously allocated as a Limited Common Element.

(C) The Board of Directors shall have the right, without a vote of the Members, to allocate as a Limited Common Element any portion of the Common Elements not previously allocated as a Limited Common Element. Any such allocation by the Board of Directors shall be made by an amendment to this Declaration and an amendment to the Plat if required by the Condominium Act.

4.5 Assignment of Parking Spaces. The vehicle parking areas not allocated as Limited Common Elements are Common Elements and shall be maintained by the Association. The Association shall have the ability but not the obligation to assign such parking spaces to designated Unit Owners, the use of which shall be a personal right of such Unit Owner. The Association may reassign the use of such parking spaces and may impose and receive payments, fees or charges for the use of parking spaces. Parking spaces not assigned to a specific Unit shall

be used and shared by all Unit Owners in a fair and equitable manner. The Association may adopt regulations governing such parking spaces and, in the event of conflicts, the Board may convert some or all of the parking spaces to Limited Common Elements. Declarant shall have the authority during the Period of Declarant Control to assign and reassign parking spaces and to convert some or all of the parking spaces to Limited Common Elements.

4.6 Membership and Voting Rights. Each Unit Owner within the Condominium shall automatically be a Member of the Association and shall be entitled to one (1) vote for each Unit owned in all matters concerning the administration of the Association and management of the Condominium. In the event that a Unit is owned of record by more than one person, the vote attributed to that Unit shall be cast as a single vote as the Unit Owners of that Unit shall among themselves determine, and said vote shall not be apportioned.

ARTICLE V

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

5.1 Development Rights of Declarant. Notwithstanding anything to the contrary in this Declaration, Declarant reserves to itself, its successors and assigns, the following Development rights, which shall be referred to in this Declaration as "Development Rights":

(A) To create easements, Units, Common Elements or Limited Common Elements within the Condominium; including Joint Use Recreation Easements, Ingress-Egress & Parking Easements for the benefit of the "Four Seasons Parcel B" property described in Exhibit A attached hereto.

(B) To subdivide Units, convert Units into Common Elements or convert Common Elements into Units;

(C) To amend the Declaration during the Period of Declarant Control to comply with applicable law, or; to correct any error or inconsistency in the Declaration, or; to reflect the change in the number of Units, Common Elements or Limited Common Elements.

5.2 Special Declarant Rights. The right or rights or combination thereof known as "Special Declarant Rights" reserved to Declarant are the following:

(A) To construct Improvements provided for in this Declaration or shown on the Plat;

(B) To exercise any Development Right;

(C) To maintain sales offices, management offices, model Units and signs advertising the Condominium;

(D) To use easements through the Common Elements for the purpose of making Improvements within the Condominium;

(E) To appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control.

5.3 Transfer of Special Declarant Rights. A Special Declarant Right created or reserved by this Declaration may be transferred pursuant to the provisions set forth in A.R.S. § 33-1244 of the Arizona Condominium Act, or the successor statute thereto.

5.4 Legal Description. The legal description of the real estate subject to each of the Development Rights and other Special Declarant Rights reserved in this Declaration to Declarant is shown and depicted on the Plat and consists of all Units and Common Elements subject to the Declaration.

5.5 Time Limits. Exercise of Development Rights and Special Declarant Rights by Declarant are not limited in any manner as to time and extend beyond the Period of Declarant Control unless otherwise limited by provisions of the Condominium Act.

ARTICLE VI

EASEMENTS

6.1 Existing Easements. If any Unit or Common Element is encumbered by an access or utility easement as shown on the Plat or in the official records of the Apache County Recorder, then by accepting a deed to such Unit and Common Element, the Unit Owner acknowledges and consents to such easements.

6.2 Utility Easements. In addition to those special easements shown on the Plat or in the official records of the Apache County Recorder, there is hereby created an easement upon, across, over and under the Common Elements for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities, including, but not limited to, gas, water, sewer, telephone, cable television and electricity. By virtue of this easement, it shall be expressly permissible for the utility company providing such service to erect and maintain the necessary infrastructure and equipment on the Common Elements, but no sewers, electrical lines, water lines, or other utility or service lines may be installed or located on the Common Elements except as initially designed and/or as thereafter approved and constructed by the Board of Directors. This easement shall in no way affect any other recorded easements on the Common Elements. In no event shall any portion of the above mentioned easements for utilities be construed to authorize the placing or installing of sewers, electrical lines, water lines or other utilities under any permanent building structure constructed on the Property.

6.3 Easements for Ingress and Egress. There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes that from time to time may exist upon the Common Elements. There is also created an easement for ingress and egress for pedestrian and vehicular traffic, including, without limitation, emergency access and utility repair vehicles, over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes except that such easements shall not extend to any Limited Common Elements or assigned parking spaces, if any. Such easements

shall run in favor of and be for the benefit of the Unit Owners and occupants of the Units and their guests, families, tenants and invitees.

6.4 Easements for Emergency and Service Vehicles; Refuse Collection. There are hereby created easements for ingress to and egress from the Condominium over, through and across such streets, driveways, parking areas and open space as from time to time may be paved and intended for such purposes for the benefit of all municipal, state and federal vehicles, including, without limitation, all emergency and service type vehicles, including utility repair vehicles, as may be required from time to time to service the Condominium and the Unit Owners and occupants including, without limitation, for U.S. Mail distribution and collection and for private or municipal refuse collection.

6.5 Unit Owners' Easements of Enjoyment.

(A) Every Unit Owner shall have a right and easement of enjoyment in and to the Common Elements, except for the Limited Common Elements, which right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(i) The right of the Association to adopt reasonable Rules governing the use of the Common Elements;

(ii) The right of the Association to suspend the voting rights of a Unit Owner for any period during which any Assessment against his Unit remains unpaid more than thirty (30) days after its due date and for a period not to exceed sixty (60) days for any other infraction or violation of the Condominium Documents, unless such infraction is continuing in which case such suspension may continue until the infraction is cured;

(iii) The right of the Association to convey the Common Elements or subject the Common Elements to a mortgage, deed of trust, or other security interest, in the manner and subject to the limitations set forth in the Condominium Act, subject to the vote or written assent of those Unit Owners representing at eighty percent (80%) of the votes in the Association, and with the consent of Declarant during the Period of Declarant Control; and, in all events, subject to a Unit Owner's easement for ingress and egress if access to such Owner's Unit is through the Common Elements to be conveyed or mortgaged

(iv) All rights and easements set forth in this Declaration, including, but not limited to, the rights and easements granted to Declarant by Sections 6.6 and 6.7 of this Declaration.

(B) The tenants, guests and invitees of any Member or other person entitled to use the Common Elements pursuant to subsection (A) above may use the Common Elements. The Board of Directors shall have the right to limit the number of guests and invitees who may use the Common Elements at any one time and may restrict the use of the Common Elements by guests and invitees to specific times.

(C) A Unit Owner's right and easement of enjoyment in and to the Common Elements shall not be conveyed, transferred, alienated or encumbered separate and apart from a

Unit. Such right and easement of enjoyment in and to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of any Unit, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to such right and easement.

(D) The provisions of this section shall not apply to any of the Limited Common Elements that are allocated to one or more, but less than all, of the Units.

6.6 Declarant's Use for Sales and Leasing Purposes.

(A) Declarant shall have the right and an easement to maintain sales or leasing offices, management offices and model Units throughout the Condominium and to maintain one or more advertising, model and directional signs on the Common Elements while Declarant is selling or preparing to sell Units in the Condominium. Declarant reserves the right to place models, management offices and sales and leasing offices in any Units owned by Declarant and on any portion of the Common Elements in such number, of such size and in such locations as Declarant deems appropriate.

(B) Declarant may from time to time relocate model Units, management offices and sales and leasing offices to different locations within the Condominium, including on the Common Elements or within any Unit owned by Declarant. Upon the relocation of a model Unit, management, business, sales or leasing office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom.

(C) So long as Declarant is marketing Units in the Condominium, Declarant shall have the right to reserve parking spaces in the Condominium not allocated as Limited Common Elements or otherwise assigned to particular Units for use by prospective Unit Purchasers, Declarant's employees and others engaged in sales, leasing, maintenance, construction or management activities.

(D) Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Condominium that has not been represented as property of the Association. Declarant reserves the right to remove from the Condominium any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

6.7 Declarant's Easements.

(A) Declarant shall have the right, and an easement on and over the Common Elements, to alter or improve the Common Elements and the Units shown on the Plat and all other Improvements as Declarant may deem necessary and to use the Common Elements and any Units owned by Declarant for construction or renovation-related purposes, including for the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures and for the performance of work respecting the Condominium.

(B) Declarant shall have the right and an easement on, over and under the Common Elements for the purpose of maintaining and collecting drainage of surface, roof or

storm water. The easement created by this subsection expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary.

(C) Declarant shall have the right and an easement on, over, and through the Common Elements as may be reasonably necessary for the purpose of discharging its obligations and exercising Special Declarant Rights whether arising under the Condominium Act or reserved in this Declaration.

6.8 Easement for Support. To the extent necessary, each Unit shall have an easement for structural support over every other Unit, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit, the Common Elements and the Limited Common Elements.

6.9 Common Elements Easement in Favor of the Association. The Common Elements shall be subject to an easement in favor of the Association, its Board and officers and the agents, employees and independent contractors of the Association for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements.

6.10 Common Elements Easement in Favor of Unit Owners. The Common Elements shall be subject to the following easements in favor of the Units benefited:

(A) For the installation, repair, maintenance, use, removal or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(B) For the performance of the Unit Owner's right to construct Improvements and; Unit Owner's obligation to maintain, repair, replace and restore those portions of the Limited Common Elements that the Unit Owner is obligated to maintain under Section 8.2 of this Declaration.

6.11 Units and Limited Common Elements Easement in Favor of Association. The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(A) For inspection of the exterior of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible.

(B) For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from the exterior of Units or Limited Common Elements.

(C) For correction of emergency conditions in one or more Units or Limited Common Elements or casualties to the Common Elements, the Limited Common Elements or the Units.

(D) For the purpose of enabling the Association, the Board of Directors or any committees appointed by the Board of Directors to exercise and discharge their respective rights, powers and duties under the Condominium Documents.

(E) For inspection, at reasonable times and upon reasonable notice to the Unit Owner, of the Units and the Limited Common Elements to verify that the provisions of the Condominium Documents are being complied with by the Unit Owners, their guests, tenants, invitees and the other occupants of the Unit.

6.12 Easement for Unintended Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element as a result of original construction, alteration or restoration authorized by this Declaration, settling or shifting, or any reason other than the intentional encroachment on the Common Elements or any Unit by a Unit Owner, a valid easement for the encroachment, and for the maintenance thereof, exists.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

7.1 Plat Notes. In addition to the use restrictions contained herein, the Property is subject to any restrictions and limitations set forth in the Plat.

7.2 Improvements and Alterations.

(A) Any Unit Owner may construct and/or make additions, alterations and Improvements within such Unit Owner's Unit without the prior written approval of the Board of Directors, but such Unit Owner shall, to the extent permitted under Arizona law, be responsible for any damage to other Units, the Limited Common Elements and the Common Elements which results from any such alterations, additions or Improvements. Notwithstanding the foregoing, no construction, addition, alteration or Improvement within a Unit or within any Limited Common Element allocated to the exclusive use of a Unit which would be visible from the exterior of the Unit, including a change to the exterior color scheme, shall be made without the prior written approval of the Board of Directors, which approval shall only be granted if the Board of Directors affirmatively finds that the proposed construction, addition, alteration or Improvement is aesthetically pleasing and in harmony with the surrounding Improvements.

(B) No excavation or grading work shall be performed on any Unit without the prior written approval of the Board of Directors.

(C) Any Unit Owner who is required to obtain approval of the Board of Directors for the construction, installation, addition, alteration, repair, change or replacement of any Improvement shall submit to the Board of Directors (i) a written request for approval specifying in detail the nature and extent of the construction, addition, alteration, repair, change or other work which the Unit Owner desires to perform, including the distance of such work from neighboring properties, if applicable; (ii) plans and specifications, if applicable; (iii) any other information which the Board of Directors may request; and (iv) any fee payable pursuant to Subsection 7.2(F) of this Declaration. If the Board of Directors fails to approve or disapprove an application for approval within sixty (60) days after the submittal of the completed application

and all supporting information, plans and specifications requested by the Board of Directors have been submitted to the Board of Directors, approval will not be required and this section will be deemed to have been complied with by the Unit Owner who had requested approval of such plans. The approval by the Board of Directors of any construction, installation, addition, alteration, repair, change or other work pursuant to this section shall not be deemed a waiver of the Board of Director's right to withhold approval of any similar construction, installation, addition, alteration, repair, change or other work subsequently submitted for approval.

(D) Upon receipt of approval from the Board of Directors for any construction, installation, addition, alteration, repair, change or other work, the Unit Owner who had requested such approval shall proceed to perform, construct or make the addition, alteration, repair, change or other work approved by the Board of Directors as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Board of Directors.

(E) Any change, deletion or addition to the plans and specifications approved by the Board of Directors must be approved in writing by the Board of Directors.

(F) The Board of Directors shall have the right to charge a fee not to exceed the sum of one-hundred dollars (\$100.00) for reviewing requests for approval of any construction, installation, alteration, addition, repair, change or other work pursuant to this Section 7.2, which fee shall be payable at the time the application for approval is submitted to the Board of Directors.

(G) All Improvements constructed within and on Units shall be of new construction, and no buildings or other structures shall be removed from other locations on to any Unit.

(H) The approval by the Board of Directors of any construction, installation, addition, alteration, repair, change or other work pursuant to this Section 7.2 shall not be deemed a warranty or representation by the Board of Directors as to the quality of such construction, installation, addition, alteration, repair, change or other work or that such construction, installation, addition, alteration, repair, change or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

(I) The provisions of this section do not apply to, and approval of the Board of Directors shall not be required for, the construction, erection, installation, addition, alteration, repair, change or replacement of any Improvements made by, or on behalf of, the Declarant.

(J) The approval required of the Board of Directors pursuant to this Section 7.2 shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

7.3 No Partition and Subdivision. No Unit shall be partitioned or subdivided, except by the Declarant.

7.4 Trash Containers and Collection. No garbage or trash shall be placed or kept on the Condominium except in covered containers of a type, size and style which are approved by the Board of Directors. The Board of Directors shall have the right to subscribe to a trash service

for the use and benefit of the Association and all Unit Owners, and to adopt and promulgate rules and regulations regarding garbage, trash, trash containers and collection. The Board of Directors shall have the right to require all Unit Owners to place trash and garbage in containers located in areas designated by the Board of Directors. No incinerators shall be kept or maintained in any Unit.

7.5 Machinery and Equipment. No Unit Owner may place, operate or maintain machinery or equipment of any kind upon the Condominium other than usual and customary machinery and equipment used in connection with the Unit Owner's permitted uses of his Unit and Limited Common Elements. This section shall not apply to any such machinery or equipment which Declarant or the Association may require for the construction, improvement, operation and maintenance of the Common Elements.

7.6 Diseases and Insects. No Unit Owner shall permit anything or condition to exist upon the Condominium which could induce, breed or harbor infectious diseases (plant or otherwise) or noxious insects. Each Unit Owner shall perform such pest control activities as may be necessary to prevent insects, rodents and other pests from being present in the Unit.

7.7 Environmental Restrictions. All Unit Owners shall be responsible for complying with all federal and state environmental and health laws. Without limiting the foregoing, no Unit Owner or occupant may dispose of, transport, or store "hazardous materials" in his Unit or elsewhere in the Condominium other than small amounts of ordinary household non-combustible cleaning agents maintained in the Unit or Limited Common Element storage areas and in no event may any Unit Owner or occupant dispose of any hazardous materials, including without limitation, motor oil, hydrocarbons, or other petroleum products, in or down a dry well on or adjacent to the Condominium, or in trash receptacles located within the Condominium.

7.8 Parking Spaces and Vehicles. No RVs, travel trailers, boat trailers, or trailers of any kind are allowed in the Condominium. No parking is allowed in the Condominium except in parking spaces shown on the Plat or designated by the Board of Directors. No parking spaces in the Condominium may be used for storage or for any purpose other than the parking of standard size or smaller cars, trucks and sport utility vehicles ("Vehicles"). Unit Owners or other lawful occupants of a Unit must park their Vehicles in an available assigned parking space before parking any excess or extra Vehicles in any unassigned parking space and in no event may any Unit Owner or other lawful occupant or their guests and invitees park in an assigned parking space other than the one specifically assigned to their Unit.

7.9 Motor Vehicle Repair and Towing of Vehicles. Other than temporary emergency repairs, no Vehicle shall be constructed, reconstructed, serviced or repaired, and no inoperable Vehicle may be stored on any portion of the Condominium. The Board of Directors shall have the right to have any Vehicle parked, kept, maintained, constructed, reconstructed or repaired in violation of the Condominium Documents towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by the Assessment Lien, and the Association may

enforce collection of suit amounts in the same manner provided for in this Declaration for the collection of Assessments.

7.10 Signs. Other than a Unit Owner name and address identification sign not exceeding 6 x 12 inches in size on or adjacent to the door of a Unit, no emblem, logo, sign or billboard of any kind shall be displayed so that it is visible from the exterior of any Unit or any other portion of the Condominium without the prior written approval of the Board; except for: (i) signs used by Declarant to advertise the Units for sale or lease; (ii) signs on the Common Elements as may be placed or approved by Declarant during the Period of Declarant Control, or by the Board, thereafter; (iii) any signs as may be required by legal proceedings; (iv) one for sale or for lease sign whose face does not to exceed 18" x 24" in size for any one Unit; and (v) any signs as are approved by the Board.

The foregoing restrictions shall be subject to such limitations and privileges as are established at law, including for the placement of political signs and signs pertaining to candidates for political office or to other such protected matters.

7.11 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any part of the Condominium. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed. Any violation of such laws, zoning ordinances or regulations shall be a violation of this Declaration.

7.12 Nuisances and Offensive Activity. No nuisance shall be permitted to exist or operate upon the Condominium, and no activity shall be conducted upon the Condominium which is offensive or detrimental to any portion of the Condominium or any Unit Owner or other occupant of the Condominium. No exterior speakers, horns, whistles, bells or other sound devices, except security or other emergency devices used exclusively for security or emergency purposes, shall be located, used or placed on the Condominium.

7.13 Noise Reduction. Any improvement, equipment, or activity which may create noise impacts discernable from within any Unit (other than those related to Declarant's activities within the Condominium) may be subject to certain noise reduction requirements and guidelines set forth in any Rules adopted by the Association from time to time. All Owners, Lessees, and Occupants shall take all reasonable precautions to lower noise transference between Units and to abide by the Rules of the Association and any applicable noise reduction ordinance.

7.14 Window Coverings. No reflective materials, including, without limitation, aluminum foil, reflective screens or glass, films, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of a Unit without the prior written approval of the Board. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a Unit or any Limited Common Elements allocated to a Unit shall be constructed or installed in any Unit or Limited Common Element without the prior written approval of the Board, unless the items so installed are substantially identical in color, texture and size as previously approved and installed window coverings being so replaced.

7.15 Savings Clause. The provisions of this Declaration shall be construed to be consistent with law, and should any provision violate law and be unenforceable as a result

thereof, then applicable law shall govern. Without limitation, no provision hereof shall prohibit the placement of the American Flag or the parking of public service vehicles as permitted by law, subject to rules and regulations of the Association not in conflict with such laws.

7.16 Variances. The Board may, at its sole discretion, grant variances from the restrictions set forth in this Article VII if the Board determines:

(A) Either that (i) a particular restriction would create a substantial hardship or burden on an Owner or occupant and that such hardship is not attributable to the Unit Owner's or occupant's acts; (ii) a change of circumstances has rendered the particular restriction obsolete; or (iii) other circumstances warrant a variance in the Board's sole and absolute discretion; and

(B) The activity permitted under the requested variance will not have a substantially adverse effect on other Owners and occupants.

ARTICLE VIII

MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND UNITS

8.1 Duties of the Association. The Association shall maintain, repair and make necessary improvements to all Common Elements, except for the specific portions of the Limited Common Elements which the Unit Owners are obligated to maintain pursuant to Section 8.2 of this Declaration.

Without limitation, the Association shall be responsible for maintaining all portions of the parking areas, mailboxes, fountains, planters, the private streets and drives, sidewalks, walkways landscaping, irrigation systems, private drainage areas, those portions of water distribution and wastewater service lines that serve each Unit and located outside the Unit boundary (including each solid separation tank), lighting and light fixtures in the Common Elements, and recreational areas.

There are existing water wells, well pumps, water pumps, and water distribution systems on the Property lying outside of the Units (the "Water Distribution System"). The Water Distribution System is a Common Element and the Association is responsible for its maintenance, repairs and improvements. If the electricity to run the pumps is metered on one or more of the Units electrical meter, the Association will pay its prorate share of the electric service monthly billing to said Unit Owner(s).

The Board shall be the sole and absolute judge as to the appropriate maintenance of the Common Elements and the Condominium.

The Association shall not transfer or assign its duty to maintain wastewater service lines and/or a solid separation tank without the expressed approval of the Little Colorado Sanitary District.

8.2 Duties of Unit Owners.

(A) Each Unit Owner shall maintain, repair, replace and restore, at his own expense, all portions of his Unit and all Improvements thereon (including, without limitation, all portions of the structure and appurtenances thereto), subject to the Condominium Documents.

(B) Each Unit Owner shall be responsible for the maintenance and repair of the Limited Common Elements allocated to his Unit pursuant to this Declaration, including, without limitation: periodic painting and maintenance of the concrete slabs or finished flooring of, the deck, patio and balcony; and maintenance, repair and replacement of all doors and windows of the Unit, the air conditioning unit (including compressors and condensers), and heater and hot water heater servicing the Unit. No Unit Owner may paint or change the exterior color scheme or surfacing materials of his Unit, garage, carport, patio or balcony or any portion of the Limited Common Elements allocated to his Unit visible from the Common Elements or any other Unit without the prior written consent of the Board.

(C) Each Unit Owner shall take all necessary action to keep the Limited Common Elements which he is obligated to maintain under this Section 8.2 clean and free from unsightly accumulations of trash, furniture in weathered or poor condition, and litter. No Unit Owner shall allow a parking space to be used for storage or for the accumulation of trash or junk.

8.3 Repair or Restoration Necessitated by Unit Owner. Each Unit Owner shall be liable to the Association, to the extent permitted by Arizona law, for any damage to the Common Elements or the Improvements, or equipment thereon, which results from the negligence or willful misconduct, by act or omission, of the Unit Owner or that Owner's family members, tenants, guests, invitees and pets. The cost to the Association of any such repair, maintenance or replacement required by such act or omission of a Unit Owner shall be paid by the Unit Owner, upon demand, to the Association. The Association may enforce collection of any such amounts in the same manner and to the same extent as provided for in this Declaration for the collection of Assessments.

8.4 Unit Owner's Failure to Maintain. If a Unit Owner fails to maintain in good condition and repair his Unit or any Limited Common Element which he is obligated to maintain under this Declaration and the required maintenance, repair or replacement is not performed within thirty (30) days after written notice has been given to the Unit Owner by the Association, the Association shall have the right, but not the obligation, to perform the required maintenance, repair or replacement. The cost of any such maintenance, repair or replacement shall be assessed against the nonperforming Unit Owner pursuant to Section 10.4(D) of this Declaration.

ARTICLE IX

THE ASSOCIATION; RIGHTS AND DUTIES; MEMBERSHIP

9.1 Rights, Powers and Duties of the Association. No later than the date on which the first Unit is conveyed to a Purchaser, the Association shall be organized as a nonprofit Arizona corporation. The Association shall be the entity through which the Unit Owners shall act. The Association shall have such rights, powers and duties as are prescribed by law and as are set forth in the Condominium Documents together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in

this Declaration and the Condominium Act. The Association shall have the right to finance capital Improvements in the Condominium by encumbering future Assessments if such action is approved by the written consent or affirmative vote of Unit Owners representing more than fifty percent (50%) of the votes in the Association and by Declarant during the Period of Declarant Control. Unless the Condominium Documents or the Condominium Act specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board. The Association has the specific duty to make available to Declarant, Eligible Mortgage Holders, and Unit Owners during normal business hours, current copies of the Condominium Documents and other books, records and financial statements of the Association as may be requested from time to time by such parties. Such requests shall be in writing, and the Association shall have the right to charge for copying expenses and the reasonable cost of postage, shipping or transmission of the information requested.

9.2 Directors and Officers.

(A) During the Period of Declarant Control, Declarant shall have the right to appoint and remove the members of the Board of Directors and the officers of the Association, and such appointed members and officers need not be Unit Owners.

(B) Upon the termination of the Period of Declarant Control, the Unit Owners shall elect the Board of Directors which must consist of at least three (3) members, all of whom must be Unit Owners, or an individual designated by a corporation, partnership or other non-individual Unit Owner. The Board of Directors elected by the Unit Owners shall then elect the officers of the Association.

(C) Declarant may voluntarily surrender his right to appoint and remove the members of the Board of Directors and the officers of the Association before termination of the Period of Declarant Control, and in that event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

9.3 Rules. The Board of Directors, from time to time and subject to the provisions of this Declaration and the Condominium Act, may adopt, amend, and repeal rules and regulations. The Rules may, among other things, restrict and govern the use by any Unit Owner, or by any invitee, tenant, occupant, licensee or lessee of such Unit Owner, of any area within the Condominium subject to the Association's jurisdiction and control; provided, however, that the Rules may not unreasonably discriminate among Unit Owners and shall not be inconsistent with the Condominium Act, the applicable federal and state Fair Housing Acts, this Declaration, the Articles or Bylaws. A copy of the Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Unit Owner and may be recorded.

9.4 Composition of Members. Each Unit Owner shall be a Member of the Association. The membership of the Association at all times shall consist exclusively of all the Unit Owners. Membership in the Association is mandatory and such Membership and the Common Element Interests thereof are appurtenant thereto, and may not be separated from, ownership of the Unit; provided, however, the Common Element Interests of Units from time to

time may be modified or changed as expressly permitted in this Declaration and authorized under the Condominium Act. No Owner during his ownership of a Unit shall have the right to relinquish or terminate his membership in the Association.

9.5 Non-Liability of Officials and Indemnification. To the fullest extent permitted by law, neither Declarant, the Board, nor any committees of the Association nor any member thereof, nor any officers, directors or employees of Declarant or of the Association, shall be liable to any Owner or to the Association or any other person for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, act, inaction, omission, error, negligence or the like made in good faith and which Declarant, the Board or such committees or officers reasonably believed to be within the scope of their respective duties or rights.

To the fullest extent permitted by law, Declarant and every director, officer or committee member of the Association and/or of Declarant (to the extent a claim may be brought by reason of Declarant's appointment, removal or control over members of the Board or its control over the Association or any committee thereof) shall be indemnified by the Association. Every other person serving as an employee or direct agent of the Association, or otherwise acting on behalf of, and at the request of, the Association, may, in the discretion of the Board, be indemnified by the Association.

Any such indemnification shall be limited to all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon such person in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in the case of Declarant by reason of having appointed, removed, controlled or failed to control members of the Board, or controlled or failed to control the Association), or incurred in any settlement thereof, whether or not he is a director, officer or member of a committee or serving in such other specified capacity at the time such expenses are incurred.

ARTICLE X

ASSESSMENTS

10.1 Creation of the Lien and Personal Obligation to Pay Assessments. Each Owner, by acceptance of a deed to any Unit, whether or not it shall be so expressed in such deed, agrees and is deemed to covenant and agree to pay to the Association: (i) Common Expense Assessments or other charges, (ii) Special Assessments for capital improvements and other valid purposes, and (iii) individual repair and maintenance assessments, such assessments to be established and collected as herein provided. The Common Expense Assessment and Special Assessments and individual Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each Assessment is made pursuant to A.R.S. § 33-1256.

Delinquent assessments, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Unit Owner of such Unit at the time when the assessment was levied. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The sale or transfer of a

Unit shall not relieve the prior Owner thereof from personal liability to pay delinquent assessments, plus interest, costs and attorney's fees. Such obligation shall remain the personal obligation of the defaulting Owner. The new Owner, except a First Mortgagee as set forth herein, shall take title to such Unit subject to the lien of the full amount of the delinquent assessment.

10.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members and their guests, for the improvement and maintenance of the Common Elements and for all purposes set forth in the Articles, Bylaws and this Declaration. The Board of Directors may provide that assessments include a reserve fund for maintenance, repairs and replacement of those elements of the Common Elements and of property and equipment owned by the Association for the common use and enjoyment of the Members.

10.3 Preparation of Budget.

(A) At least sixty (60) days (or soon thereafter as feasible) before the beginning of the first full fiscal year of the Association after the first Unit is conveyed to a Purchaser and each fiscal year thereafter, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board of Directors believes will be required during the ensuing fiscal year to pay all Common Expenses including, but not limited to: (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Limited Common Elements and the Units, if any, which the Association has the responsibility of maintaining, repairing and replacing; (ii) the cost of wages, materials, insurance premiums, services, supplies and other expenses required for the administration, operation, maintenance and repair of the Condominium; (iii) the amount required to render to the Unit Owners all services required to be rendered by the Association under the Condominium Documents; and (iv) such amounts as are necessary to provide general operating reserves and reserves for contingencies and replacements. The budget shall separately reflect any Common Expenses to be assessed against less than all of the Units pursuant to subsections (D) and (E) of Section 10.4 and must include an adequate allocation to reserves as part of the Common Expense Assessment.

(B) Within thirty (30) days after the adoption of a budget, the Board of Directors shall send to each Unit Owner a summary of the budget and a statement of the amount of the Common Expense Assessment assessed against the Unit of the Unit Owner in accordance with Section 10.4 of this Declaration. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as provided in Section 10.4 of this Declaration and each Unit Owner shall continue to pay the Common Expense Assessment against his Unit as established for the previous fiscal year until notice of the Common Expense Assessment for the new fiscal year has been established by the Board of Directors.

(C) The Board of Directors is expressly authorized to adopt and amend budgets for the Association, and no ratification of any budget by the Unit Owners shall be required.

10.4 Common Expense Assessment.

(A) For each fiscal year of the Association commencing with the fiscal year in which the first Unit is conveyed to a Purchaser, the total amount of the estimated Common Expenses set forth in the budget adopted by the Board of Directors (except for the Common Expenses which are to be assessed against less than all of the Units pursuant to subsections (D) and (E) of this section) shall be assessed against each Unit in proportion to the Unit's Common Expense Liability, except that (i) any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element for which the Association has not undertaken maintenance responsibility shall be equally assessed against the Unit(s) to which the Limited Common Element is assigned; and (ii) any Common Expense or portions of a Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited. If the Board of Directors determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will, become inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the Common Expense Assessment for that fiscal year and the revised Common Expense Assessment shall commence on the date designated by the Board of Directors.

(B) The Common Expense Assessments shall commence as to all Units sold to Purchasers in the Condominium on the first day of the month following the conveyance of the first Unit to a Purchaser. The first Common Expense Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board of Directors may require that the Common Expense Assessments or Special Assessments be paid in installments. Unless otherwise directed by the Board, Common Expense Assessments shall be paid in monthly installments and shall be due and payable on the first day of each month.

(C) Except as otherwise expressly provided for in this Declaration, all Common Expenses, including, but not limited to, Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element, and reserves for Common Expenses shall be assessed against all of the Units in accordance with subsection (A) of this section.

(D) If any Common Expense is caused by the negligence or willful conduct, whether by act or omission, of any Unit Owner, the Association shall assess that Common Expense exclusively against that Unit.

(E) Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense Liability.

10.5 Special Assessments. In addition to Common Expense Assessments, the Association may levy, in any fiscal year of the Association, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement of the Common Elements, including fixtures and personal property related thereto, or for any other lawful Association purpose, provided that any Special Assessment shall have first been approved by Unit Owners representing two-thirds (2/3) of the votes in the Association and who are voting in person or by absentee ballot at a meeting duly

called for such purpose, and approved by Declarant during the Period of Declarant Control. Unless otherwise specified by the Board of Directors, Special Assessments shall be due thirty (30) days after they are levied by the Association and notice of the Special Assessment is given to the Unit Owners.

10.6 Notice and Quorum for Any Action Authorized Under Section 10.5. Written notice of any meeting called for the purpose of obtaining the consent of the Members for any action for which the consent of Members is required under Section 10.5 shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. The presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

10.7 Fines and Penalties.

(A) If any Unit Owner, his or her family, or any licensee, invitee, tenant or lessee violates the provisions hereof or other rules of the Association, the Board after providing the Unit Owner with notice of the violation and an opportunity for a hearing as required by law, may levy a fine upon the Unit Owner, may suspend the violator's right to use the Common Elements and may charge such Owner all costs incurred by the Association in connection with enforcement or other action taken by the Association, including attorney's fees and costs incurred. Such violation shall also be grounds for the Association, should it wish, to suspend the said rights of the Unit Owner and its family members, guests and invitees.

(B) The Board may establish a procedure for conducting hearings and imposing penalties. Any fines imposed against the Unit Owner which are not paid within fifteen (15) days of notice of the due date, may be charged to the Unit Owner of the Unit in question, and may be collected as permitted by law.

(C) In no event shall any fine be imposed for a default or violation, other than a failure to pay Assessments, without first affording the Unit Owner notice and an opportunity for hearing.

10.8 Billing and Collection Procedures.

(A) The Board shall have the right to adopt procedures for the purpose of making, billing and collecting the Assessments. The failure of the Association to send a bill to a Unit Owner shall not relieve such Unit Owner of the Unit Owner's liability for an Assessment. It shall be the responsibility of the Unit Owner to inform the Association in writing of a change of address. The Association shall be under no duty to refund any payments received by the Association even if the ownership of a Unit changes during an Assessment Period. Any successor Unit Owner shall be given credit for any non-refunded prepayments made by a prior Unit Owner.

10.9 Collection Costs and Interest on Delinquent Amounts.

Any delinquent amount shall have added thereto a late charge of the greater of fifteen dollars (\$15.00) or ten percent (10%) of the delinquent amount if such delinquent amount is not paid within fifteen (15) days after the due date. Any delinquent amount shall bear interest from its due date until paid at a rate equal to the greater of twelve percent (12%) per annum, the then prevailing interest rate on loans insured by Bank of America, or such rate as is determined from time to time by the Board. The Unit Owner shall be liable for all costs, including but not limited to demand fees, lien fees, attorneys' fees and collection agency fees, which may be incurred by the Association in collecting any delinquent amount, and such amounts, to the extent permitted by law, shall be deemed a part of the Assessment Lien.

10.10 Subordination of Assessment Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any First Mortgage. Any First Mortgagee or any other party acquiring title or coming into possession of a Unit through foreclosure of a First Mortgage, purchase at a foreclosure sale or trustee sale, or through any equivalent proceedings, such as, but not limited to, the taking of a deed in lieu of foreclosure, shall acquire title free and clear of any claims for unpaid Assessments, monetary penalties and other charges and fees against the Unit which became payable prior to such sale or transfer. Any delinquent Assessments, monetary penalties and other fees and charges which are extinguished pursuant to this section may be reallocated and assessed to all Units as a Common Expense. Any Assessments, monetary penalties and other fees and charges against the Unit which accrue prior to such sale or transfer shall remain the personal obligation of the defaulting Unit Owner.

10.11 Exemption of Unit Owner. No Unit Owner may exempt himself from liability for payment of Assessments, monetary penalties and other fees and charges levied pursuant to the Condominium Documents by waiver and/or nonuse of any of the Common Elements or by the abandonment of his Unit.

10.12 Certificate of Payment. The Association, or its managing agent, on written request, shall furnish to a lienholder, Unit Owner or Person designated by a Unit Owner, a recordable statement setting forth the amount of unpaid Assessments against his Unit. The statement shall be furnished within twenty (20) business days after receipt of the request and is binding on the Association, the Board of Directors, and every Unit Owner. The Association may charge a reasonable fee in an amount established by the Board of Directors for each such statement. In addition, the Association shall furnish such statements as may be required under A.R.S. § 33-1260 within the time frames set forth therein for compliance.

10.13 No Offsets. All Assessments, monetary penalties and other fees and charges shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments, monetary penalties and other fees and charges shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Condominium Documents or the Condominium Act.

10.14 Surplus Funds. The Association shall not be obligated to spend in any year all monies received by it in such year, and the Board may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year. The Association shall be

under no obligation to refund any surplus balance, and may transfer surpluses to the reserve account or other account at the Board's discretion.

10.15 Reserves Fund. Upon the closing of the sale of each Unit, each Purchaser shall pay to the Association an amount established by the Board from time to time not to exceed an amount equal to one-fourth (1/4) of the Common Expense Assessment for the Unit for the twelve months following such closing (the "Reserves Fund Contribution") to establish a reserves fund to meet unforeseen expenditures, to purchase any additional equipment or services by or for the Association, or, on a temporary basis, to pay Association expenses such as insurance as they come due in the ordinary course in the event there are not sufficient funds in the Association's general accounts at the time of the due date to pay such expenses; provided, however, that the Board in its discretion shall reimburse the reserves fund for such expenses incurred from Annual Assessments as they are paid by Members. A Reserves Fund Contribution shall continue to be payable upon each subsequent sale of a Unit. Funds paid to the Association pursuant to this Section may be used by the Association for payment of operating expenses or any other purpose permitted under this the Condominium documents. The amounts paid to the Association pursuant to this Section shall be nonrefundable and shall not be considered an advance payment of any Assessments levied by the Association pursuant to this Declaration. Notwithstanding anything to the contrary in the Declaration, the First Mortgagee shall be exempt from the Reserves Fund Contribution should the First Mortgagee become the Unit Owner from a deed in lieu of foreclosure and/or a trustee's deed.

10.16 Administrative Fee. Upon each transfer of title to a Unit, a Purchaser shall pay to the Association, immediately upon becoming the Unit Owner, an Administrative Fee to cover administrative costs of membership transfer in such amount as is established from time to time by the Board, not to exceed the amount permitted under applicable law. Notwithstanding anything to the contrary in the Declaration, the First Mortgagee shall be exempt from the Administrative Fee should the First Mortgagee become the Unit Owner from a deed in lieu of foreclosure and/or a trustee's deed.

ARTICLE XI

INSURANCE

11.1 Scope of Coverage.

(A) Commencing not later than the date of the first conveyance of a Unit to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(i) Property insurance on the Common Elements insuring against all risks of direct physical loss commonly insured against, in an amount determined by the Board of Directors; provided, however, that the total amount of insurance shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a master or blanket hazard and multi-peril property insurance policy;

(ii) Comprehensive General Liability insurance, for a limit to be determined by the Board, but not less than \$1,000,000.00 for any single occurrence and \$2,000,000.00 general aggregate. Such insurance shall cover all occurrences commonly insured against for personal injury, death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements;

(iii) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona,

(iv) Directors' and officers' liability insurance covering all the directors and officers of the Association in such limits as the Board of Directors may determine from time to time;

(v) Blanket fidelity bonds for all officers, directors and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association; and

(vi) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association, the members of the Board of Directors, and/or the Unit Owners.

(B) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) Each Unit Owner shall be an insured under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or his membership in the Association.

(ii) There shall be no subrogation with respect to the Association, its agents, servants, its Board of Directors or officers thereof, and/or employees against Unit Owners and members of their household.

(iii) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, shall void the policy or be a condition to recovery on the policy.

(iv) The coverage afforded by such policy shall be primary and shall not be brought into contribution or proration with any insurance which may be purchased by Unit Owners or their mortgagees or beneficiaries under deeds of trust.

(v) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners.

(vi) The Association shall be the insured for use and benefit of the individual Unit Owners (designated by name if required by the insurer).

(vii) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the Association and each First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial change in coverage or cancellation of the policy.

(viii) Any insurance trust agreement will be recognized by the insurer.

(ix) Such coverage shall not be contingent upon action by the insurance carrier's board of directors, policyholders or members or permit claims for contribution or assessments to be made against Unit Owners or their Mortgagees, including Eligible Mortgage Holders.

(x) "Agreed Amount," and "Building Ordinance or Law" endorsements, except where expressly not applicable or not available.

11.2 Payment of Premiums. Premiums for all insurance obtained by the Association pursuant to this Article and all deductibles thereunder shall be Common Expenses and shall be paid for by the Association.

11.3 Insurance Required to be Obtained by Unit Owners. Each Unit Owner shall maintain property insurance such Unit Owner's Unit insuring against all risks of direct physical loss commonly insured against; provided, however, that the total amount of insurance shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a master or blanket hazard and multi-peril property insurance policy. The issuance of insurance policies to the Association pursuant to this Article shall not prevent a Unit Owner from obtaining additional or other insurance for his own benefit and at his own expense covering his Unit, his personal property and providing personal liability coverage.

11.4 Non-Liability of Association. Notwithstanding the obligation of the Association to obtain insurance coverage as stated in this Declaration, neither Declarant nor the Association, or their respective officers, directors, employees and agents, shall be liable to any Unit Owner or any other party if any risks or hazards are not covered by the insurance to be maintained by the Association or if the amount of the insurance is not adequate, and it shall be the responsibility of each Unit Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for any additional insurance coverage and protection that the Unit Owner may desire.

11.5 Payment of Insurance Proceeds. Any loss covered by property insurance obtained by the Association in accordance with this Article shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. The Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear, and the proceeds shall be disbursed and applied as provided for in § 33-1253 of the Condominium Act.

11.6 Certificate of Insurance. An insurer that has issued an insurance policy pursuant to this Article of the Declaration shall issue certificates or memoranda of insurance to the Association and, on written request, to any Unit Owner, mortgagee, or beneficiary under a deed

of trust. The insurer issuing the policy shall not cancel nor refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner, and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known address.

ARTICLE XII

EMINENT DOMAIN

In the event that a Unit, Units, the Common Elements, or any portion thereof is acquired by eminent domain, the provisions of the Condominium Act shall govern and control. To the extent not inconsistent therewith, in the event proceedings are initiated by any government or agency thereof, seeking to take by eminent domain the Common Elements, any part thereof or any interest therein, any improvement thereon, or any interest therein, with a value (including loss of value to the balance of the Common Elements and improvements thereof), as reasonably determined by the Association in excess of Ten Thousand Dollars (\$10,000), the Association shall give prompt notice thereof, including a description of the part of or interest in the Common Elements or improvement thereon sought to be so condemned, to all First Mortgagees of Units, all Members, and to Declarant. The Association shall have full power and authority to defend in said proceedings, and to represent the Unit Owners in any negotiations, settlements, and agreements with a condemning authority for acquisition of the Common Elements or part thereof, but the Association shall not enter into any such proceedings, settlement, or agreements, pursuant to which the Common Elements or any part thereof or any interest therein, or any improvement thereon or any part thereof or interest therein is relinquished, without giving all First Mortgagees of Units, all Members, and Declarant at least fifteen (15) days' prior written notice thereof.

In the event, following such proceedings, there is such a taking in condemnation or by eminent domain of a part or all of the Common Elements, the award made for such taking, shall be applied by the Association to such repair and restoration. If the full amount of such award is not expended to repair and restore the Common Elements, the Association shall disburse the net proceeds of such award to the Unit Owners, each Unit Owner to receive one (1) equal share, except that any portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the Unit Owners to which the Limited Common Element was allocated at the time of the acquisition, and provided that the Association shall first pay out of the share of each Unit Owner the amount of any unpaid liens or encumbrances on his Unit in the order of the priority of such liens or encumbrances. No provision of this Declaration or of any other document relating to the Properties shall be deemed to give a Unit Owner or any other party priority over the rights of a First Mortgagee pursuant to a First Mortgage in the case of a distribution to an owner of insurance proceeds or condemnation award for losses to or taking of Units or Common Elements or any combination thereof.

ARTICLE XIII

DISPUTE RESOLUTION

12.1 Agreement To Avoid Litigation. Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject hereto who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes within CK Cabins Condominium to which Declarant or the Association is a party, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances, or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents ("Dispute") other than those described in Section 13.2(A) below shall be submitted to the dispute resolution procedures set forth in this Article XIII.

12.2 Alternative Dispute Resolution.

(A) Except as set forth in this Article XIII, All Disputes shall be subject to arbitration in accordance with this Section 13.2. This Section will apply to any Disputes regardless of whether it involves theories based upon contract, tort, statute or other legal theory, but shall exclude the following Disputes, which shall not be subject to the resolution pursuant to the provisions of Article XIII:

(i) any proceedings initiated by the Association to collect unpaid assessments, fees or other amounts;

(ii) any proceedings initiated by the Association or the Declarant to enforce the use and occupancy restrictions in the Condominium Documents, the architectural, design and landscape controls and the obligations regarding maintenance of Units set forth in this Declaration;

(iii) any proceedings initiated by the Association or the Declarant to enforce the Condominium Documents or the Rules;

(iv) any proceedings initiated by the Association to enforce a contract entered into by the Association with vendors providing services or materials to the Association;

(v) any suit by Declarant or the Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve Declarant's or the Association's ability to act under and enforce rules under any applicable covenants; or

(vi) any suit which otherwise would be barred by any applicable statute of limitations.

(B) Any person wishing to pursue resolution of, or a remedy for, a Dispute (the "Claimant"), must give written notice of the Dispute to the Person or Persons believed to be

responsible for the circumstances causing the Dispute, or believed to be responsible for remedying those circumstances (in either case, the "Respondent"). The notice must set forth in reasonable detail the circumstances alleged to give rise to the Dispute and the remedy or other action sought by the Claimant.

(C) Following delivery of such a notice, the Respondent shall be afforded a reasonable opportunity to meet with or otherwise communicate with the Claimant for a discussion of the circumstances giving rise to the Dispute and possible resolution of the Dispute and an examination of any physical conditions or written instruments giving rise to the Dispute.

(D) If the Dispute is not resolved to the satisfaction of the Claimant and the Respondent by negotiation within 30 days following delivery of the original notice by the Claimant and the Claimant wishes to pursue the Dispute further, the Claimant shall have 180 days following delivery of the original notice by the Claimant to submit the Dispute to final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified or as otherwise provided in this Section 13.2. If the Claimant does not submit the Dispute to arbitration within 180 days delivery of the original notice by the Claimant, the Claimant shall be deemed to have waived any claims related to the Dispute, and all other parties to the Dispute shall be released and discharged from any and all liability to the Claimant on account of the Dispute; provided, nothing herein shall release or discharge any party from any liability to persons who are not a party to the proceedings. An arbitration pursuant to this Section 13.2 shall not be combined with any other arbitration without the consent of all parties to this arbitration.

(E) The parties to the Dispute shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration proceeding. No person shall be required to participate in the arbitration proceeding if (i) all parties against whom the person would have necessary or permissive cross-claims or counterclaims (a "Necessary Party") are not or cannot be joined in the arbitration proceedings, or (ii) the enforcement of this Section 13.2 would materially impair insurance coverage for the person that would have otherwise provided the person protection with respect to the Dispute. If any party to an arbitration determines in good faith that it cannot join a Necessary Party in the arbitration or that its insurance coverage applicable to the Dispute would be materially impaired, the party may elect not to participate in the arbitration and allow any claims against it to be determined by other legal proceedings. If a party makes such an election, it must give written notice of its election to all other parties in the arbitration. Within 10 days following receipt of such a notice, any other party to the arbitration that would (or reasonably might) be adversely affected by the absence of the party that elected not to participate may likewise elect not to participate in the arbitration by giving written notice to all other remaining parties. If any party wishes to contest whether a party electing not to participate in the arbitration is entitled to make that election, it shall commence a legal action seeking a judicial determination of the validity of the election and arbitration proceedings will be stayed until that issue is finally determined judicially. Any such judicial proceeding to determine the validity of an election not to participate in arbitration shall deal only with that issue and shall not be used for a determination of the issues being decided in the arbitration.

(F) Any arbitration proceedings shall be held in the Phoenix, Arizona metropolitan area, unless otherwise agreed by the parties and the arbitrator.

(G) A single arbitrator shall be selected. The arbitrator shall have served as a judge of the Arizona Superior Court, the Arizona Court of Appeals, or the Arizona Supreme Court, by appointment of the Governor or by county election. The arbitrator shall be neutral and impartial and shall not have any relationship to the parties or interest in the Properties. The parties to the Dispute shall meet to select the arbitrator within 10 days after the Dispute is submitted to final and binding arbitration pursuant to this Section 13.2. If an arbitrator resigns or becomes unwilling or unable to continue to serve as an arbitrator for the subject Dispute, a replacement shall be selected in accordance with this Section 13.2.

(H) The arbitrator shall promptly commence the arbitration proceeding at the earliest convenient date in light of all of the facts and circumstances and shall conduct the proceeding without undue delay. The arbitrator may require one or more pre-hearing conferences.

(I) The parties to the Dispute shall be entitled to limited discovery only, consisting of the exchange between the parties of the following matters: (i) witness lists; (ii) expert witness designations; (iii) expert witness reports; (iv) exhibits; (v) reports of testing or inspections of any property subject to the Dispute; and (vi) trial briefs. Any other discovery shall be permitted by the arbitrator upon a showing of good cause or based on the mutual agreement of the parties to the Dispute. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

(J) The arbitrator shall have the power to hear and dispose of motions, including motions to dismiss, motions for judgment on the pleadings, and summary judgment motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summary issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense.

(K) THE DECISION AND AWARD WILL BE MADE BY THE ARBITRATOR WITHOUT A COURT TRIAL AND WITHOUT A JURY. Each party to the arbitration WAIVES THE RIGHT TO HAVE THE DISPUTE RESOLVED BY A JURY OR BY A COURT and agrees to accept the award of the arbitrator as final. The arbitrator shall decide all issues in the Dispute by strictly applying Arizona law, and this Section 13.2. Subject to the limitations imposed in this Section 13.2, the arbitrator shall have the authority to try all issues, whether of fact or law. The arbitrator shall render a final decision in writing no later than 60 days following the conclusion of the arbitration proceedings, or such longer period as the parties to the Dispute mutually agree in writing. The arbitrator's award may be enforced as provided for in the Uniform Arbitration Act, A.R.S. §12-1501, et seq., or such similar law governing enforcement of awards in a trial court as is applicable in the jurisdiction in which the arbitration is held if not Arizona.

(L) Notwithstanding contrary provisions of the commercial arbitration rules or any other provision of this Section 13.2, the arbitrator in any proceeding shall not have the power to award punitive or consequential damages; however, the arbitrator shall have the power to grant all other legal and equitable remedies and award compensatory damages if applicable.

(M) Each party to the Dispute shall bear all of its own costs incurred prior to and during the arbitration proceedings, including the fees and costs of its attorneys or other

representatives, discovery costs, and expenses of witnesses produced by the party. Each party to the Dispute shall share equally all charges of the arbitrator unless otherwise agreed to by the parties.

(N) If the parties to a Dispute resolve the Dispute through negotiation, and any party thereafter fails to abide by the terms of the agreed resolution, or if an arbitration award is made in accordance with this Section 13.2 and any party to the Dispute thereafter fails to comply with award, then the other party to the Dispute may file suit or initiate administrative proceedings to enforce the agreed or awarded terms without the need to again comply with the procedures set forth in this Section 13.2. In that event, the party taking action to enforce the terms of the award shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties pro rata), all expenses reasonably incurred to enforce the agreed or awarded terms including attorneys' fees, witness fees, costs and all litigation-related expenses.

(O) All papers, documents, briefs, written communication, testimony transcripts as well as any and all arbitration decisions shall be confidential and not disclosed to anyone other than the arbitrator, the parties to the Dispute, the attorneys of the parties to the Dispute and expert witness (where applicable to their testimony), except to the extent any disclosure is required by applicable laws or order of any court, or except with the prior written consent of all parties to the Dispute, confidential information may be disclosed to third parties. Prior to disclosure, all third parties must agree in writing to keep such information confidential.

(P) Nothing in this Section shall be considered to toll, stay, reduce, or extend any applicable statute of limitations. All statutes of limitation applicable to claims that are subject to arbitration pursuant to the alternative dispute resolution provisions of this Section shall apply to the commencement of proceedings pursuant to this Section and nothing herein shall be construed to mean that any arbitrator shall have authority to consider Disputes that would otherwise be barred by applicable statutes of limitation.

12.3 Disputes between Owners. In the event of a Dispute between two or more Owners not covered by the dispute resolution provisions of Section 13.2, the Owners are hereby strongly encouraged (but not required) to employ the dispute resolution procedures set forth above for resolution of the Dispute. The Association Board may offer such mediation, conciliation and other services as may be desired by the affected Owners to assist with resolution of the Dispute, but shall have no power or authority to make binding decisions regarding the matter in issue between the Owners. The preceding sentence shall in no way be construed as limiting power or authority the Association Board might otherwise have to enforce and construe the provisions of this Declaration for the Association's own purposes.

12.4 Amendments. Prior to the expiration of the Period of Declarant Control, the provisions of this Article may not be amended without the written approval of Declarant.

ARTICLE IV

GENERAL PROVISIONS

12.5 Enforcement. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of the Condominium Documents. Failure by the Association or by any Unit Owner to enforce any covenant or restriction contained in the Condominium Documents shall in no event be deemed a waiver of the right to do so thereafter. To the extent this Declaration grants Declarant, the Association or any Unit Owner the right to use summary abatement or similar means to enforce the restrictions set forth in this Declaration, judicial proceedings must be instituted before any items of construction can be altered or demolished. Each Unit Owner shall be subject to all rights and duties assigned to Unit Owners under this Declaration.

12.6 Disclosures and Unit Owner Acknowledgments. By acceptance of a deed for a Unit within the Condominium, each Unit Owner, for itself and its respective tenants, occupants, and guests shall be deemed to have acknowledged, agreed to, and accepted the following:

(A) Declarant was not responsible for the original construction of the Property, and the Property was not originally constructed to be sold as condominium units, but was originally constructed as and has been operated as a commercial resort community. The Condominium and each Unit do not include warranties typical of new construction. Each Unit and the Unit Owner's undivided interest in the Common Elements, is being sold by Declarant "AS IS", without any warranties, expressed or implied, unless specifically agreed to by Declarant in a separate agreement, and any and all implied warranties, are hereby specifically excluded from the sale of the Unit by Declarant and by accepting a deed conveying an interest in a Unit and Common Elements, each Unit Owner expressly waives any such implied warranty.

(B) It is the nature of a condominium that noise may be audible from one unit to the next (and from outside the units) regardless of sound proofing measures that are attempted. Each Unit Owner consents, for itself and its respective tenants, occupants, and guests, to accept the Unit subject to noise and sound impacts from nearby Units, the Common Elements, and other property in the vicinity of the Condominium and to accept responsibility for minimizing noise transmission from the Unit and adhering to any Rules of the Association which are designed to minimize noise transmission. Each Unit Owner acknowledges that there will usually be some audio awareness of one's neighbors, depending upon the situation. Each Unit Owner acknowledges that Declarant has not made any written or oral representation or warranty concerning the sound insulation capabilities of the Units and that in any condominium sound may be audible between Units.

12.7 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

12.8 Termination of Condominium. Subject to the further provisions of this Declaration regarding First Mortgagee notice and consent requirements, the Condominium may be terminated only in the manner provided for in the Condominium Act.

12.9 Amendment.

(A) Except in cases of amendments that may be executed by Declarant in the exercise of a Development Right, or by the Association or certain Unit Owners pursuant to the Condominium Act, the terms hereof may, at any time, be amended by the Association; provided, however, that except as provided elsewhere in this Declaration or in the Condominium Act, any amendments made by the Association shall be approved by at least sixty-seven percent (67%) of the total votes held by Unit Owners and shall be made only by an instrument in writing signed by the President and Secretary of the Association and recorded with the County Recorder of Apache County, Arizona within thirty (30) days after adoption of the amendment. During the Period of Declarant Control, any amendment or attempted revocation hereof shall be approved in writing by Declarant.

(B) An amendment to the Declaration shall not terminate or decrease any unexpired Development Right, Special Declarant Right or Period of Declarant Control unless Declarant approves the amendment in writing

(C) Notwithstanding the above, during the Period of Declarant Control, Declarant shall have the right, without any vote or consent whatsoever, to amend this Declaration of its own volition and to make such changes as Declarant shall in its sole discretion deem proper, including changes to Common Elements.

(D) Except as expressly provided in the Condominium Act and in this Declaration, an amendment to the Declaration shall not create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit, the allocated interest of a Unit, or the use as to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

12.10 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.11 Notices. All notices, demands, statements or other communications required to be given or served under this Declaration shall be in writing and shall be deemed to have been duly given and served if delivered personally or sent by United States mail, postage prepaid, return receipt requested, addressed as follows: (i) if to a Unit Owner, at the address at which the Unit Owner shall designate in writing and file with the Association or, if no such address is designated, at the address of the Unit of such Unit Owner; or (ii) if to the Association or Declarant, to PO Box 80316, Phoenix, AZ 85060, or such other address as shall be designated by notice in writing to the Unit Owners pursuant to this section. A Unit Owner may change his address on file with the Association for receipt of notices by delivering a written notice of change of address to the Association pursuant to this section. A notice given by mail, whether regular, certified or registered, shall be deemed to have been received by the person to whom the notice was addressed on the earlier of the date the notice is actually received or three days after

the notice is mailed. If a Unit is owned by more than one person, notice to one of the Unit Owners shall constitute notice to all Unit Owners of the same Unit. Each Unit Owner shall file his correct mailing address with the Association and shall promptly notify the Association in writing of any subsequent change of address.

12.12 Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any portion of the Condominium, each Person, for himself his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, easements, rules, and regulations now or hereafter imposed by the Condominium Documents and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that the Condominium Documents set forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, easements, rules, and regulations contained in the Condominium Documents shall run with the land and be binding on all subsequent and future Unit Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such Person fully understands and acknowledges that the Condominium Documents shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Unit Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Units and the membership in the Association and the other rights created by the Condominium Documents shall not be separated or separately conveyed and each shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit.

12.13 Notice of Resale. Each Unit Owner must notify the Association, in writing, not less than ten (10) business days prior to the closing of any sale of such Unit Owner's Unit, of the name and address of the purchaser thereof.

12.14 Gender. The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply to either entities or individuals, or men or women, shall in all cases be assumed as though in each case fully expressed.

12.15 Topic Headings. The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or of this Declaration.

12.16 Survival of Liability. The termination of membership in the Association shall not relieve or release any such former Unit Owner or Member from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership or membership, or impair any rights or remedies which the Association may have against such former Owner or Member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

12.17 Construction. In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws, or the Association Rules, the provisions of this Declaration shall prevail.

12.18 Joint and Several Liability. In the case of joint ownership of a Unit, the liabilities and obligations of each of the joint Unit Owners set forth in, or imposed by, the Condominium Documents shall be joint and several.

12.19 Guests and Tenants. Each Unit Owner shall, to the extent permitted by Arizona law, be responsible for compliance by his agents, tenants, guests, invitees, licensees and their respective servants, agents, and employees with the provisions of the Condominium Documents. A Unit Owner's failure to ensure compliance by such persons shall be grounds for the same action available to the Association or any other Unit Owner by reason of such Unit Owner's own noncompliance.

12.20 Attorneys' Fees. In the event Declarant, the Association or any Unit Owner employs an attorney or attorneys to enforce an Assessment Lien or to collect any amounts due from a Unit Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Condominium Documents, the prevailing party in any such action shall be entitled to recover his reasonable attorneys' fees incurred in the action from the other party.

12.21 Number of Days. In computing the number of days for purposes of any provision of the Condominium Documents, all days shall be counted including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

12.22 Declarant's Disclaimer of Representations. While Declarant has no reason to believe that any of the provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any provisions of this Declaration. Any Unit Owner acquiring a Unit in reliance on one or more of the provisions in this Declaration shall assume all risks of the validity and enforceability thereof and by acquiring the Unit agrees to hold Declarant harmless therefrom.

12.23 No Absolute Liability. No provision of the Condominium Documents shall be interpreted or construed as imposing on Unit Owners absolute liability for damage to the Common Elements or the Units. Unit Owners shall only be responsible for damage to the Common Elements or Units caused by the Unit Owners' negligence or intentional acts, whether by act or omission.

12.24 Original Construction; Ownership. Pursuant to this Declaration, the Property is being converted from single family rental units to the Condominium. According to Apache County records, Jo Almour and/or her related entities and associates, was the original developer, builder and contractor for the Property. The original construction for the buildings on Units 1 - 3, were completed prior to 1995.

A search of the records of the Apache County Recorder indicates that since 1995, the following entities have had ownership interests in the Property: Jo Almour and/or their related entities or associates 1995-2007; Doug Sandahl with Greer Lodge Resorts, LLC and Four Seasons Cabins LLC 2007-current.

12.25 Additional Information. Upon written request to Declarant in the manner provided in the Declaration, Declarant will provide the name and address of any builder, developer, general contractor, subcontractors, architects and engineers who designed or made improvements to the property immediately before the first Unit was sold, and a specific description of all improvements made.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

DECLARANT:

FOUR SEASONS CABINS LLC, an Arizona
limited liability company

By: _____
Douglas C. Sandahl, Member

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Douglas C. Sandahl, member of Four Seasons Cabins LLC, an Arizona limited liability company, on behalf of the limited liability company.

Notary Public

**Comment Letter December 2, 2015 – Four Seasons Agenda Request
December 3, 2015 Commission Meeting**

To: Commissioners
Milt Ollerton, Director
CC: Supervisor Weller

From: Dave Bennett
6 ACR Crosby Acres
Greer, Arizona, 85927
(928) 735-7485, E-mail: dbgrayfox@yahoo.com

Dear Commissioners and Director Ollerton,

Thank you for the opportunity to comment on what I feel is a critical issue facing Greer.

First, I will address my opposition to the agenda item concerning the Four Seasons request:

- Through this comment letter I am asking that the Commission place on hold approval of this request until all open issues related to the four Seasons are resolved.
 - Specifically, it is unclear why this request is being considered as GCR (allowing for condominiums) when it has historically been considered commercial/Nightly Cabin Rental (not allowing condominiums). Why the individual unit property ownership concept is being considered by the county? Why does the county remain inconsistent in applying these rules? Why does the county continue to ignore the obvious pleas from the community and especially the adjacent neighbors?
 - Specifically, why is the county recommending for approval when the adjacent neighbors have pending litigation to clarify titles on the very same properties this request relates to?
 - Specifically, why is the county recommending approval when the community has voiced serious concerns about the safety issues related to the unresolved flood plain issue and related septic hazard concerns?

Second, I am asking that the county pause and attempt to determine if the Greer community is thriving or failing under the unresolved and still pending Article 6 ordinance. It is apparent to the community that Article 6 is not serving the community as a whole. There is much promised under article 6 that has never been completed. Zone clarification and maps are still unresolved. A promised Greer Comprehensive Plan is three years delinquent.

In the past, the Apache County Administration was extremely concerned about how their taxpaying property owners were being treated by the county. Surveys aimed at community

problems were developed specifically to address concerns by the Greer property owners. The county listened and worked with our community leaders.

With the floundering Greer economies and the continual decline of property values, I would suggest the county consider development of an objective survey to the community to determine whether the needs of the taxpayers are truly being addressed by the county. I have talked to Supervisor Weller and Milton Ollerton, Planning and Development, and both were receptive toward this effort. The Apache County is overdue for a fresh and positive look at issues and concerns from those Greer folks who faithfully pay their fair share of taxes.

Thank you for this opportunity to voice my concerns,

Sincerely, Dave Bennett

Shanna Pearce

From: Milton Ollerton
Sent: Wednesday, December 2, 2015 11:42 AM
To: Shanna Pearce; Joe Young
Cc: Milton Ollerton
Subject: FW: P & Z meeting 12/3/2015 on the Four Seasons property.

From: Dennis Barnes [mailto:den.man.db@gmail.com]
Sent: Monday, November 30, 2015 5:16 PM
To: Milton Ollerton
Cc: Barry Weller; jfree2@earthlink.net; Steve & Claudia Williams; Dave Bennett
Subject: P & Z meeting 12/3/2015 on the Four Seasons property.

I would like the following to be considered in the upcoming meeting.

1.) The P & Z commission through a lack of Due diligence in a previous action approved a request of an additional use on this property. This lack of Due diligence came from the fact that the additional property came from a:) the existing road which belonged to the County and b:) the well property on the South side of Rohrer Rd. whose title was obtained illegally and maybe even against the law.(this matter would need to be investigated) Even though these two elements are not shown as part of this submission the problems created concerning the well property continue to exist due to the actions of the owner of the Four Seasons property which clouded the titles of the property of the 14 joint owners of the well property. Once again just removing it from this submission does no remedy the problem that if Due diligence had been done might have been caught and the problem avoided. Until the owner of the Four Seasons applies a remedy to this problem thus unclouding the individual properties of the 14 joint owner of the well property and making them whole this submission and any future submissions.

2.) Sewage

I have serious concerns about the septic tanks being so close to the stream and the fact that the septic tanks will extend into the existing water table.

Shanna Pearce

To: Milton Ollerton
Subject: RE: December 3, 2015 P & Z Meeting; Consideration and possible approval of amended Four Seasons Condominium Subdivision, etal

From: Steve Williams [mailto:sr_williams@hotmail.com]

Sent: Sunday, November 29, 2015 9:04 PM

To: Milton Ollerton

Cc: Barry Weller; jfree2@earthlink.net; dbgrayfox@yahoo.com

Subject: December 3, 2015 P & Z Meeting; Consideration and possible approval of amended Four Seasons Condominium Subdivision, etal

Good Evening Milton!

This note is in reference to the upcoming P & Z meeting this coming Thursday, December 3rd, during which the Commissioners will be considering the applicant's request to approve an amended Final Plat for the Four Seasons Condominium, which is adjacent (West) to my property. Please have my comments distributed to each of the Commissioners, as well as to each Supervisor, far enough in advance of the meeting to provide them time to research the points I am raising. I have included my previous comments from a similar meeting held this past January as they remain germane to this current proposal.

On August 28, 2015 the majority of the property owners either adjacent to the subject property or having close proximity to it submitted a letter to the County referencing the inappropriate action the applicant took when previously requesting the County's approval for this property, likely in an attempt to be able to show the necessary minimum lot size requirement for the number of units he was proposing (see attached). Had the County performed its due diligence at that time to thoroughly vet the applicant's claim, the approval back then would not have been allowed.

But the County did not vet the applicant's claims, irrespective of the controversial history surrounded this property, nor has the County done anything to make whole those directly affected by the applicant's previous erroneous filing, once again seemingly siding up with and in favor of the applicant. This, to most looking in from the outside, perhaps suggests evidence of malfeasance, complicity or other, facts we are prepared to present to the Attorney General's office for their consideration. As you know Mark Brnovich and his office take these types of issues very seriously.

Therefore, we must formally insist that **NO** new proposal from the applicant is considered until **EVERYTHING** that he did previously to receive approval from the County for this project, that has been shown to be erroneous, be undone and corrected, making everyone he wronged whole again. This is should be a County requirement because the County should have vetted his claims **PRIOR** to granting the previous approvals.

Now, relative to the application itself:

1. What guarantees have been provided by someone other than the applicant that the septic systems for the properties having the closest proximity to the Little Colorado River, feet away, will not leak into this waterway? The new application makes reference to "existing units" when in fact they are new units approved by the County, behind closed doors and without any information provided as to why they were approved given all of the potential environmental as well as public safety problems endemic given their close proximity to the Little Colorado River. Nothing relative to this Condo project should be considered until such time as a thorough study has been completed providing such a guarantee.

2. Given the many documented concerns over how the flood plain was affected and changed due to the Wallow Fire nothing relative to this Condo project should be considered until such time as the flood plain study contemplated many months ago has been completed and analyzed to ensure public safety.
3. In Article II, item 4 of the boiler plate document submitted by the applicant a statement is made that "...the property is not zoned for single family residential use nor is intended to be used for single family residential use..", but then also makes reference to individual owners, which is contradictory.
4. The 4-Seasons-Amended-Final-Plat is again showing in excess of 20 parking spaces encroaching upon the free movement of traffic along Rohrer Road (CR 1008), with the three (3) furthest East spaces, those closest to our joint property line, are being located on top of the septic tanks for the eastern most three units, those closest to my property, and will violate the County's set back requirements.
5. In Article V, "Development Rights and Special Declarant Rights", in particular sections 5.1 (A) and (B) whereby the applicant is setting forth a process by which they can possibly circumvent the maximum number of dwellings allowed on any Greer Recreational Area lot by defining dwellings as units that can be divided and subdivided. Both section 5.1 (A) and 5.1 (B) need to be deleted from any document the County considers.

Thank you in advance for your review and consideration of these issues.

Respectively yours,
Stephen Williams

Apache County parcel # 102-14-018
Greer, AZ 85927

WARNING! This email contains private and confidential information meant for the addressee's eyes only. If you have received this email in error please delete it immediately!

From: Steve Williams [mailto:sr_williams@hotmail.com]

Sent: Monday, January 05, 2015 12:09 PM

To: mollerton@co.apache.az.us

Cc: bweller@co.apache.az.us; cshreeve@co.apache.az.us; dbgrayfox@yahoo.com

Subject: January 8, 2015 P & Z Meeting; Consideration and possible approval of Four Seasons Condominium Subdivision, etal

Good Afternoon Milton!

This note is in reference to the upcoming P & Z meeting this coming Thursday, January 8th, during which the Commissioners will be considering the applicant's request to approve the Four Seasons Condominium Subdivision, which is adjacent (West) to my property. Please have my comments distributed to each of the Commissioners, as well as to each Supervisor, far enough in advance of the meeting to provide them time to research the points I am raising.

1. **Lack of Local Representation**; I, together with hundreds of other Greer property owners, are unhappy that decisions regarding the future of our community continue to be debated and voted on without our being afforded an active, non-partisan, i.e. "voting voice" on the P&Z Commission. We respectfully request that any/all decisions having to do with Greer be postponed until the County has seated our new representative. We have a right to have a voting representative on the board from the Greer area when Greer issues are being determined.
2. **Parking Requirements**; In his application for approval of the Four Seasons Condominium Subdivision the applicant makes reference to requirements that he must provide eight (8) parking spaces. If you will recall the layout of the Four Seasons property, which you were able to see firsthand during your recent onsite visit, the

area designated by the applicant to be his seven (7) regular parking spaces, located almost perpendicular to the front of the dwelling, and one (1) handicap parking area, located behind the seven (7) adjacent to Main Street, is not large enough to accommodate this number of vehicles, particularly given that a driveway bisects the parking area diagonally from Main Street to Rohrer Road (see attachments). This driveway is the only access to the parking area and, given the same, must remain. Parking spaces 4, 5, 6, 7 and 8 are bisected by this driveway and, given the same, be relocated (although there is no place to relocate them). At the southern end of the property the distance from the dwelling to the driveway is likely less than eight (8) feet, which means that a vehicle cannot park nearly perpendicular to the dwelling without blocking the driveway. In addition it is highly unlikely that you could line up seven (7) vehicles, side-by-side, nearly perpendicular to the dwelling even if you discounted the existence of the driveway (unless they were all Smart Cars! Typically most of the guests arrive in vehicles equally split between cars and trucks; including some trailers). In addition; if you were to park any vehicles in the orientation indicated by applicant at the southern end of the property you would not be able to access the handicap parking space the applicant has referenced on his plan. The most vehicles we have ever seen parked at that upper portion of the Four Seasons property is four or five (4-5), and even then they were not all able to park in the orientation indicated by the applicant. If the eight (8) parking spaces referenced by the applicant are truly a requirement for this contemplated subdivision then you must deny the application as what the applicant has presented does not appear to be functional as laid out.

3. **Specificity**; Any approval of this application must include detailed language that the approval is granted **ONLY** for the property occupied by the existing three (3) units shown on the submitted plot plan and **DOES NOT** pertain to the remainder of the applicant's Four Seasons property, whether the property be located North, South, East or West of the three (3) units being considered.

Thank you in advance for your consideration of these issues.

Respectively yours,
Stephen Williams
Apache County parcel # 102-14-018
Greer, AZ 85927

8/2015

August 28, 2015

To: Apache County, AZ Assessor, Rodger Dahozy and Apache County, AZ Attorney, Michael Whiting, and Apache County; Board of Supervisors: Dr. Joe Shirley, Jr. D1; Tom M. White, Jr. D2; Barry Weller, D3

017 *[Handwritten initials]*

We, the joint owners of the property described as 102-14-~~007~~, hereby file a formal complaint against Mr. Doug Sandahl. There is a community well located on said property. This well serves adjacent property owners. This property has always been held in equal and joint ownership by the property owners.

It is our understanding that Mr. Sandahl recently filed documents with Apache County, claiming to be the sole owner of the property. If this is true we consider Mr. Sandahl's action to be a willful and purposeful act of theft and other possible illegal actions.

We respectfully request that the appropriate governmental agency investigate and respond to our complaint. If it is determined that a criminal act has been committed, we request that appropriate action be taken and that documentation be provided to us showing that ownership has been restored to the rightful owners of this property, in their respective recorded interests.

Leonard C. Smith, Manager of Well and Well Property

P.O. Box 484, (928)735-7414, lee.smith@frontiernet.net

[Handwritten signature: Leonard C. Smith]

Leonard C & Virginia M Smith
21 ACR 1008
Greer, Arizona 85927

[Handwritten signature: Helen Purcell]

Helen Purcell
26 ACR 1008
Greer Arizona 85927

[Handwritten signature: Larry Locks]

Larry Locks & Kay Wild
17 ACR 1008
Greer, Arizona 85927

[Handwritten signature: Mary Pertile]

Bruce & Mary Pertile
23 ACR 1008
Greer, Arizona 85927

[Handwritten signature: Claudia Schley]

Oliver & Claudia Schley
15 ACR 1008
Greer, Arizona 85927

Jon & Mary Taska
25 ACR 1008
Greer, Arizona 85927

[Handwritten signature: Stephen Williams]

Stephen & Claudia Williams
9 ~~15~~ ACR 1008
Greer, Arizona 85927

Daniel & Carol Brunton
27 ACR 1008
Greer, Arizona 85927

Doug Sandahl

From: "Doug Sandahl" <dsandahl@frontiernet.net>
Date: Friday, September 10, 2010 8:07 AM
To: "Milton Ollerton" <mollerton@co.apache.az.us>
Cc: "Tom Tilford" <itsgreer@frontiernet.net>
Attach: Notice to Apache County of Election to be designated Greer Commercial Resort Zone for GLR 091310.pdf
Subject: Notice of Designation of Greer Lodge Resort as GCR Zone

Milton,

Greer Lodge Resort herein elects to be automatically designated as being a GCR, Greer Commercial Resort Zone. Attached is a signed confirmation thereof, along with a list of the tax parcels and properties that make up the Greer Lodge Resort, all of which either have an Existing Conditional Use Permit, or are legally Grandfathered in as being a legally operating resort.

I would like you to sign the receipt on page 2 of the attached letter, and email it back to me for my records.

I would also like a written acknowledgement from you, that you have confirmed that these tax parcels qualify for, and are now automatically designated as GCR, Greer Commercial Resort Zone.

Thank your for your consideration.

Doug

Doug Sandahl
602-550-5433
21 ACR 1031
Greer, AZ 85927
www.GreerLodgeAz.com

9/10/2010

Douglas C. Sandahl
Greer Lodge Resort
21 ACR 1031
Greer, Az 85927
602-550-5433

September 13, 2010

HAND DELIVERED

Milton Ollerton
Community Development Director
Apache County

Re: Designation of Greer Lodge Resort parcels as Greer Commercial Resort Zone.

Dear Milton,

Greer Lodge Resort is comprised of 33 separate tax parcels. Title to these parcels is vested in various Limited Liability Companies that I own 100% thereof, and am the sole member and manager thereof. I am, therefor the legal owner of the Greer Lodge Resort.

The Greer Lodge Resort is legally being used as a resort, lodge, hotel, motel, and/or Bed & Breakfast.

In accordance with Article 6 of the Apache County Zoning Ordinance, Section 601 Definitions and application of Greer Zones, Paragraph B Application of Greer Zones, Paragraph 1a (copy attached), I hereby notify Apache County that Greer Lodge Resort herein chooses to automatically be designated as being a GCR, Greer Commercial Resort Zone.

Here is a list of the tax parcels (in numerical order) that make up Greer Lodge Resort:

102-08-014B (aka "Wildflower Bed & Breakfast" 100 Main Street)

102-08-021A and 102-11-001L (aka "Cattle Kates Lodge " 80/84 Main Street)

102-14-006 and 102-14-017 (aka "Four Seasons Resort Cabins" 28 Main Street)

102-11-023, 102-11-023B, 102-11-023C, 102-11-023D, 102-11-023E, 102-11-023F, 102-11-023G, 102-11-023H, 102-11-023J, 102-11-023K, 102-11-023L, 102-11-023M, 102-11-023N, 102-11-023P, 102-11-023Q, 102-11-023R, 102-11-023S, 102-11-023T, 102-11-023U (aka "Greer Lodge and/or Greer Lodge Estates" 44 Main Street)

102-11-026C (aka "Riverbend Cabins Resort" 40 Main Street)

102-12-061F, 102-12-061G, and 102-12-061I (aka "Big Ten Cabins Resort" 45 Main Street)

102-14-012S, 102-14-012T, 102-14-015A, and 102-14-015B (aka "Red Setter Inn & Cottages" 8/9 Main Street).

102-14-031 (aka "Ponderosa Cabins Resort" 27A Main Street)

Thank you for your consideration.



Douglas C. Sandahl, Sole Member, Manager
Greer Lodge Resorts LLC
Greer Lodge Resort & Cabins LLC
Red Setter LLC
Big Ten Cabins LLC
Paradise Found Investments LLC
DCS Home Investments LLC
On Golden Pond LLC

RECEIPT: On behalf of the Apache County Community Development Department, I acknowledge receiving the original of this letter, which was Hand Delivered this date:



Date 10/7/10

ARTICLE 6. GREER ZONES

Section 601. Definitions and application of Greer Zones

A. In this Article, unless otherwise specified:

- "GA-2" means Greer Agricultural Zone
- "GR-1" means Greer Residential Zone
- "GC" means Greer Commercial Zone
- "GCR" means Greer Commercial Resort Zone

B. Application of Greer Zones

1. For six months following the adoption of this ordinance:
 - a. All owners of parcels of land in Greer that are being legally used as a resort, lodge, hotel, motel, and/or Bed & Breakfast may choose to automatically designate the parcel as being a GCR, Greer Commercial Resort Zone. For purposes of this section, Nightly Single Family Cabin Rentals not located on resort property are excluded.
 - b. All owners of parcels of land in Greer that are being legally used as a commercial use other than a resort, lodge, hotel, motel, or Bed & Breakfast, may choose to automatically designate the parcel as being a GC, Greer Commercial Zone. For purposes of this section, Nightly Single Family Cabin Rentals not located on resort property are excluded.
 - c. All owners of parcels of land in Greer, including, but not limited to parcels being used as single family residential, parcels being used as Nightly Single Family Cabin Rentals not located on a resort or commercial parcel, or parcels that are vacant, may choose to automatically designate the parcel as being a GR-1, Greer Residential Zone.
 - d. All vacant parcels of land not automatically designated GR-1 as described in c. above during the six months following adoption of this ordinance, shall be designated GA-2, Greer Agricultural Zone if the parcel is two (2) acres or greater or GR-1, Greer Residential, if the parcel is less than two (2) acres.
2. Following the six (6) month process, a public hearing will be held to adopt the zone map following the amendment process described in Article 11.

Section 602. Purpose

A. Greer Agricultural Zone

The primary purpose of the Greer Agricultural Zone (GA-2) is to:

1. Act as a holding zone for transition to new zones;
2. Conserve and protect open land uses and encourage orderly growth.

3. Provide for Single Family residential development with adequate open space and separation of buildings preserving the natural features of the land.”
4. Provide for planned development through the use of a MPC, Article 20 or PUD, Article 21 in conformance with the Comprehensive Plan.

B. Greer Residential Zone

The primary purpose of the Greer Residential Zone (GR-1) is to:

1. Provide for Single Family Residential development with adequate open space and separation of buildings to preserve the natural features of the land.
2. Provide for design and development standards for lighting, signage and other site-constructed elements.
3. Provide for planned development through the use of a MPC, Article 20 or PUD, Article 21 in conformance with the Comprehensive Plan.

C. Greer Commercial Zone

The primary purpose of the Greer Commercial Zone (GC) is to:

1. Provide for small Retail Shops, Convenience Stores, Restaurants, Bars, Lounges, Gift Shops, Professional Office, and Service Facilities in convenient locations where there is adequate access to Principal or Minor arterial roads or highways, in order to meet the needs of the residents and visitors in community. See Use Table
2. Provide for development with consideration for adjoining residential properties.
3. Provide for design and development standards for lighting, parking, signage and other site-constructed elements.
4. Prohibit commercial uses or structures, which are inherently incompatible with the community. See Prohibited Use table

D. Greer Commercial Resort Zone

The primary purpose of the Greer Commercial Resort Zone (GCR) is to:

1. Provide for the development and operation of Resorts, Lodges, Hotels, Motels, and Bed & Breakfasts containing guest accommodations for the short-term visitor, and amenities. *
2. Provide for development with consideration for adjoining residential properties.
3. Provide for design and development standards for lighting, parking, signage and other site-constructed elements.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: _____

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

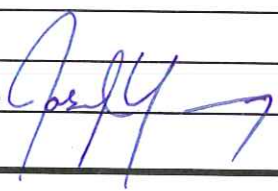
Public hearing and

Consideration and possible recommendation for approval of a Reversion to Acreage to allow Dan Finestead to amend the plat map for Los Pinos De Paz, Unit 2 to combine Lot 53, Lot 54 and Lot 55 into one 3.1 acre lot. Property is located near Nutrioso, AZ 85932 102-56-0053, 054, 055

BOS Meeting Date Requested December 15, 2015

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 


Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: Planning & Zoning Commission Chairman

Signature 

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



SUBDIVISION APPLICATION

STAGE OF DEVELOPMENT

Preliminary Plat Final Plat Amendment Reversion

APPLICANT / DEVELOPER

Name Dan Finestead
 Mailing Address 740 N. Harmon Ct.
Chandler Az 85226
 Contact Person _____
 Phone 480 466 4803 Fax _____
 Email dan.finestead@yahoo.com

PROPERTY OWNER (if different than applicant)

Name _____
 Mailing Address _____
 Contact Person _____
 Phone _____ Fax _____
 Email _____

PROJECT ENGINEER Surveyor

Name _____
 Mailing Address DANIEL R MUTH PLS
PO BOX 1753
SPRINGVILLE, AZ 85938
 Contact Person _____
 Phone 245-3922 Fax _____
 Email _____

PROPERTY INFORMATION

Assessor's Parcel #(s) 102-56-053
102-56-054
102-56-055
 Township 7N Range 30E Section 31
 Subdivision Name Los Dinos De Pal
 Unit # 2
 Address/Location _____
 Number of Lots Proposed _____
 Total Site Acreage _____
 Proposed Access _____

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Planning and Zoning 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 11/2/15

Signature of Property Owner (if not the applicant)

_____ Date _____

OFFICE USE ONLY	
Received By <u>[Signature]</u>	Date <u>11/2/15</u>
Receipt # <u>444303</u>	Fee _____
Subdivision# <u>2015-0000021</u>	
Related Subdivisions _____	

COMMISSION ACTION	
<input type="checkbox"/> Approved with Conditions (see attachments)	<input type="checkbox"/> Denied
Chairman <u>[Signature]</u>	Date <u>12/8/15</u>
BOARD ACTION	
<input type="checkbox"/> Approved with Conditions (see attachments)	<input type="checkbox"/> Denied
Chairman _____	Date _____
11/21/2005	

9495 Public Hearing

Posted: Friday, November 27, 2015 3:30 am

The Apache County Board of Supervisors

will hold a meeting on Tuesday, December 15, 2015 at 8:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board of Supervisors will hold a public hearing to consider and possibly approve the following items:

Consideration and possible approval of a Reversion to Acreage to allow Dan Finestead to amend the plat map for Los Pinos De Pas, Unit 2 to combine Lot 53, Lot 54 and Lot 55 into one 3.1 acre lot. Property is located near Nutrioso, AZ. 102-56-053, 054, 055

Consideration and possible approval of a Reversion to Acreage to allow Jesse Brazel and Ed Coleman to amend the plat map of Gobbler Peak Estates and combine Lot 2 and Lot 17. Property is located near Nutrioso, AZ 85932. 101-69-002 and 101-69-017

Copies are available at the Community Development Department or you may review them on the web at www.co.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 Development, P.O. Box 238, St. Johns, AZ 85936 or send e-mail to mollerton@co.apache.az.us.

Published in the White Mountain Independent, November 27, 2015

WMI 9495, A, 1x, 11/27/15e



SUBDIVISION APPLICATION

STAGE OF DEVELOPMENT

Preliminary Plat Final Plat Amendment Reversion

APPLICANT / DEVELOPER

Name Dan Finestead
Mailing Address 240 N. Harmon Ct.
Chandler Az 85226
Contact Person _____
Phone 480 466 4803 Fax _____
Email dan.finestead@yahoo.com

PROPERTY OWNER (if different than applicant)

Name _____
Mailing Address _____
Contact Person _____
Phone _____ Fax _____
Email _____

PROJECT ENGINEER *Surveyor*

Name _____
Mailing Address **DANIEL R MUTH PLS**
PO BOX 1753
SPRINGVILLE, AZ 85938
Contact Person _____
Phone 245-3922 Fax _____
Email _____

PROPERTY INFORMATION


Assessor's Parcel #(s) 102-56-053
102-56-054
102-56-055
Township 7N Range 30E Section 31
Subdivision Name Los Divos De Paz
Unit # 2
Address/Location _____
Number of Lots Proposed _____
Total Site Acreage _____
Proposed Access _____

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Planning and Zoning 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

 Date 11/2/15

Signature of Property Owner (if not the applicant)

_____ Date _____

OFFICE USE ONLY

Received By [Signature] Date 11/2/15
Receipt # 444303 Fee _____
Subdivision# 2015-00000024
Related Subdivisions _____

COMMISSION ACTION

Approved with Conditions (see attachments) Denied
Chairman _____ Date _____

BOARD ACTION

Approved with Conditions (see attachments) Denied
Chairman _____ Date _____

SURVEYOR'S CERTIFICATE:

I hereby certify that this plat and the survey on which it is based was performed under my direct supervision and the information shown hereon is true and correct to the best of my knowledge and belief.

Daniel R. Math, PLS, GCSMS
AZALIS No. 31028
Expires 31 MAR 2018

REFERENCES

- The owner of record is D. L. Finestead Family Trust; according to Document #2005-009078, records of Apache County.
- Record(s) of Survey:
 - BK 5 TM, Pg 39
 - n/a
- Record Instrument(s)

BASIS OF BEARING:
ALL MEASUREMENTS WERE MADE USING REAL-TIME DIFFERENTIALLY CORRECTED GLOBAL POSITIONING OBSERVATIONS MADE FROM USNSC CORS "AZMV", NORTH IS REFERENCED TO NAD83. ALL DISTANCES ARE GROUND.

SYMBOL LEGEND

- PVC CAP ON #5 REBAR LS 23947
- #1 REBAR AND TAG LS 8906

Apache County Approval:

Approved and accepted by the Apache County Planning and Zoning Commission

Chairman Planning and Zoning

Date _____

Approved and accepted by the Board of Supervisors of Apache County the _____ day of _____, 20____, by:

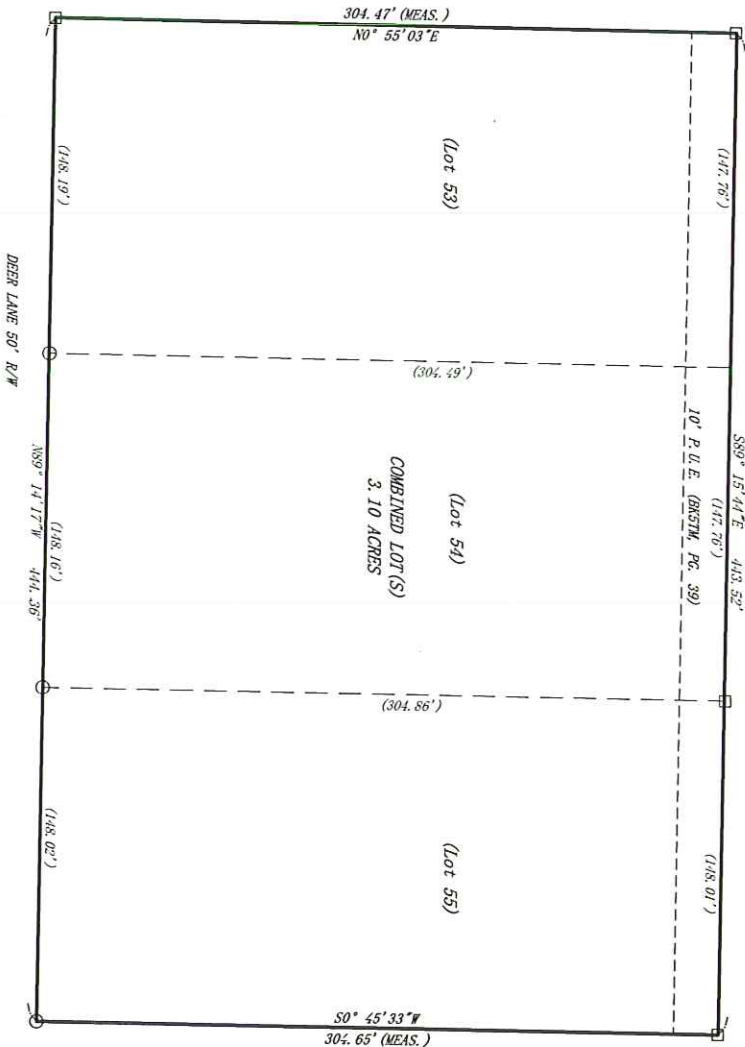
Chairman of the Board of Supervisors _____

ATTEST _____
Clerk



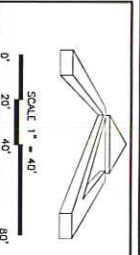
**PRELIMINARY
SUBJECT TO CHANGE**

REVERSION TO ACREAGE Survey
LOTS 53, 54 & 55, Los Pinos De Paz, Unit 2
S. 31, T7N R30E, G&SRM



Daniel R. Math, PLS, GCSMS
Professional Land Surveyor
AZALIS No. 31028
Expires 31 MAR 2018
P. O. Box 1755
Springerville, AZ 85938
(928) -245-3922
dmathpls@a.com

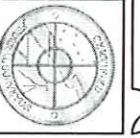
Project Number : 2015.015
Date of Survey : 09/20/15
Requested by : Dan Finestead
APN : 102-56-053, 054, 055
Drawing Name : UTM
Drawn by : UTM
Revisions : N/A



RECORD OF SURVEY
Dependent Resurvey & Combination of
Lots 53, 54 & 55, Los Pinos De Paz U2
S 31, T 7 NR 30 E, G&SRM
Apache County, Arizona

INDEX INFORMATION FOR COUNTY CLERK	
SIC 31	1376 N 200'
SUBDIVISION	Los Pinos De Paz
COUNTY	Apache
DATE	09/20/15
ACROSS	Deer Lane
AREAS	2 Acres +/-

State of Arizona)
County of Apache) SS. Fee No. _____
I, Daniel R. Math, PLS, GCSMS, do hereby certify that the within instrument was filed and recorded in book No. _____ at the request of Daniel R. Math, Arizona Registered Land Surveyor No. 31028.



REVERSION TO ACREAGE SURVEY

LOTS 53, 54 & 55, Los Pinos De Paz, Unit 2 S. 31, T7N R30E, G&SRM



SURVEYOR'S CERTIFICATE:

I hereby certify that this plan and the survey on which it is based was performed under my direct supervision and the information shown herein is true and correct to the best of my knowledge and belief.

David R. Mack, PLS, OREGON
 No. 31028
 Commission Expires 31 MAR 2015

REFERENCE:

1. The map of record is P.L. 11, Extended Half's Tract; according to document #2006-00076, records of Apache County.
2. Record(s) of Survey:
 - a) Bk 5 Tr. Pg 20
 - b) N/A
 - c) Revert Instrument(s)

NOTES ON REVISIONS: WHERE ANY REVISIONS ARE MADE TO THE INSTRUMENTALLY CORRECTED ORIGINAL PLOTTING OR OBSERVATIONS MADE FROM THESE DATA, "AS-BUILT" NORTH IS INDICATED TO NUMERICAL VALUES. ALL DISTANCES ARE GIVEN.

STANDARD LEGEND:

- PVC CAP OR IS BEARING IS SHOWN
- PI NUMBER AND TAG IS SHOWN

Apache County Department:

Approved and accepted by the Apache County Planning and Zoning Commission

Chairman Planning and Zoning

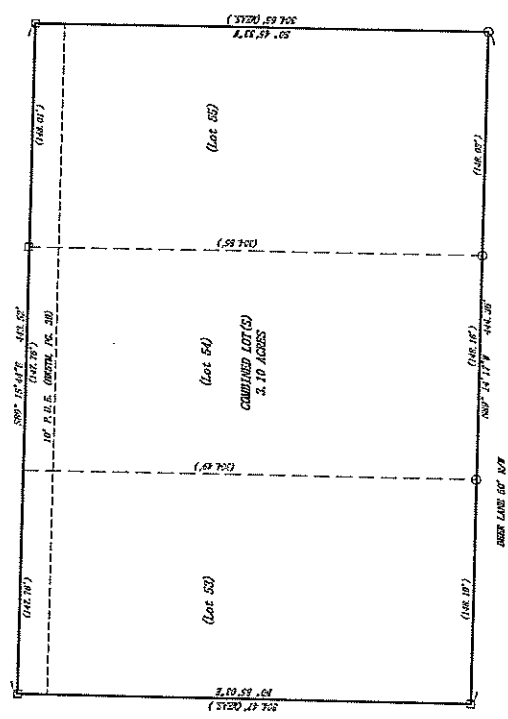
Date

Approved and accepted by the Board of Supervisors of Apache County this _____ day of _____, 20____ by:

Chairman of the Board of Supervisors

ATTEST:

Clerk



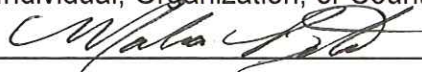
	Project Number : 2014.040 Date of Survey : 09/20/14 Prepared by : DCM/MSJ Drawing Name : Final Revision : N/A		RECORD OF SURVEY Department Board of Supervisors Lots 53, 54 & 55, Los Pinos De Paz, Unit 2 S. 31, T. 7 N. R. 30 E., G&SRM Apache County, Arizona		TITLE OF PROJECT NUMBER OF SHEETS SHEET NO. DATE OF SURVEY NAME OF SURVEYOR NAME OF CLIENT
--	---	--	--	--	---

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazaruto



Date/Signature: 12/1/2015

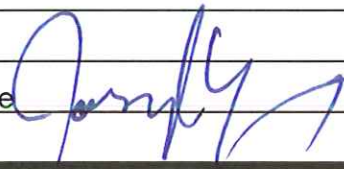
Describe in detail what you want to say to the Board and what action you want the Board to take:

Public Hearing regarding the use of approximately \$216,306 in FY 2016 CDBG funds.

BOS Meeting Date Requested 12/15/2015

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature 

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Noth said. Alpine Fire Department deployed the morning of Friday, Jan. 22, to assist ADOT with downed power lines that had crossed the highway. Alpine Fire remained on scene early into the afternoon when the Arizona Department of Transportation and Navopache Electric cleared the highway for through-traffic.

The Apache County Emergency Operations Center sent a generator to the Alpine Fire Station so that power could be established and a command post was set up.

"Supplies began slowly trickling in and all personnel were requested back to the station early Saturday, Jan. 23rd, when we entered into a recon and rescue status," Noth said.

Apache County Sheriff's Office deputies assisted with search-and-rescue efforts in the

They were able to help some people at the station, and they are better prepared for that situation this year, Noth said.

"At one point the Red Cross called and said they had a shelter in Springerville, but no one could get out to get there," he noted.

massive, community-closing snow storm is likely this year and in any year, El Niño not.

Make sure you aren't left out in the cold.

Reach the reporter at
kwarnick@wmicentral.com

IMPROVEMENTS, from Page A1

blading and magnesium treatments on a regular basis.

ACR 2311 is paved and gets periodic chip seal or overlay.

Crosby said ACRs 1325 and 3123 in the Greens Peak and Hidden Meadows areas get vastly more traffic — the Forest Service uses them extensively — than the ones Weller asked be included and are therefore the ones most in need.

"That is why they are the ones we suggested," Crosby said.

Weller said he understood and

that the roads he suggested were requested by the Forest Service.

In closing, Crosby added that the RAC decides who gets funding for things like this. The selection process is competitive and there are no guarantees of getting funding for things like weed removal, wildlife enhancements, beehives and roads.

"We concentrate on roads," Crosby said.

Reach the reporter at
mleiby@wmicentral.com

Apache County Public Hearing Regarding Use of CDBG Funds

Apache County is expected to receive approximately \$216,306 in FY2016 federal CDBG funds from the Arizona Department of Housing Regional Account (RA). CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. Based on citizen input as well as local and state planning objectives several potential projects have been selected to be forwarded to the State of Arizona with a request for funding. A public hearing will be held at the regular Board of Supervisors meeting at 8:30am on December 15, 2015 at the Apache County Annex Board Room, 75 West Cleveland in Saint Johns to discuss the potential projects. It is expected that the City Council will select the final project(s) at this hearing and adopt applicable resolutions. The potential CDBG projects are named and described as follows in no particular order:

Alpine Street Light Project- approximately \$75,000

Purchase and install 20 new metal breakaway light poles and fixtures conforming to ADOT and dark skies standards. The new lighting will be installed along highways 191 and 180 in Alpine. This project will serve approximately 170 residents of Alpine, of whom 53% are low to moderate income (at or below 80% of Area Median Income).

Concho CAN!-Concho Community Center- \$150,000

Construction of a building for use as a Community Center at the Lion's Club Park in Concho, to serve approximately 120 people, 100% of whom are low to moderate income.

South Fork Cabins - \$67,000

Slum/blight removal of 14 dilapidated cabins at Canyon Cove in South Fork for health/safety concerns. This project will primarily benefit the communities of South Fork and Eagar, which are 20% low to moderate income.

Apache County Rodeo Grounds, Saint Johns- \$155,000

Remove existing grandstands and install new ADA and 2015 IBC compliant spectator seating. Link ADA accessibility from parking area to new grandstands and restrooms at the site and improve existing restrooms for ADA accessibility. The Rodeo Grounds serves all 68,015 residents of Apache County of whom 53% are low to moderate income.

Concho Wastewater Improvement District- approximately \$60,000

Replace outdated existing sewer lift station to accommodate increased flow and future development. The current system services 30 residences of which 90% are low to moderate income.




To review project proposals, file grievances or learn more about the CDBG program contact the following:
Malena Bazurto, Grants Manager
Apache County • PO Box 428 • Saint Johns, AZ 85936
928-337-7639 • TTY: 1-800-361-4402

Persons with disabilities who require special accommodations may contact Beth Bond at the 928-337-7502 at least 48 hours before the hearing.

CERTIFICATE OF POSTINGS/DISTRIBUTION

I, Malena Bazaruto, certify that on this 24th day of November, 2015, I posted/distributed a Notice of Public Hearing scheduled for December 15, 2015 at 8:30am at the Apache County Annex, 75 West Cleveland in Saint Johns, concerning the proposed use of CDBG funds. Notices were posted at the following locations:

- 1) Eagar Post Office
- 2) Springerville Post Office
- 3) St. Johns Post Office - 11-30-15
- 4) Concho Post Office - 11-30-15
- 5) Apache County Website - 11-30-15



Signature

11/30/15

Date

Malena Bazaruto, Apache County Grants Manager

Apache County
PO Box 428
Saint Johns, AZ 85936
928-337-4364

CDBG GRIEVANCE PROCEDURES

LEVEL ONE

Any complaint or grievance regarding Apache County may be reported within 3 calendar days informally to the Apache County Grants Manager, Malena Bazarro, who will attempt to resolve the issue informally.

LEVEL TWO

If the complaint has not been resolved satisfactorily in an informal manner, a written complaint may be mailed to Ryan Patterson, Apache County Finance Director. The Finance Director will further investigate and issue a written response within ten calendar days.

LEVEL THREE

If the complaint has not been resolved satisfactorily by the Finance Director, a written complaint may be filed with the County Manager within ten calendar days of receipt of response from Level 2.

The County Manager will name a grievance hearing officer. The Grievance Hearing Officer will issue a written response within fifteen calendar days of receipt of the complaint.

The Grievance Hearing Officer's decision will be final.

To initiate a grievance contact:

Malena Bazarro
PO Box 428
Saint Johns, AZ 85936
928-337-7639

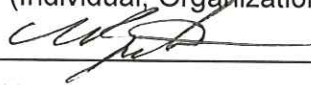
For TTY access, call the Arizona Relay Service at 1-800-367-8939 and ask for Apache County at 928-337-4364.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazurto



Date/Signature: 12/1/2015

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

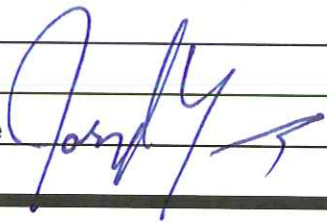
Discussion and possible approval of the Resolution of Authorization to Submit Application and Implement CDBG Projects.

BOS Meeting Date Requested 12/15/2015

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



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

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

BARRY WELLER
MEMBER 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

AUTHORIZATION TO SUBMIT APPLICATIONS
AND IMPLEMENT CDBG PROJECTS
RESOLUTION NO: _____

A RESOLUTION OF APACHE COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION(S) FOR FY 2016 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the *Apache County* is desirous of undertaking community development activities; and
WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and
WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within *these* applications address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations:

NOW, THEREFORE, BE IT RESOLVED THAT the *Apache County Board of Supervisors* authorize application to be made to the State of Arizona, Department of Housing for FY2016 CDBG funds, and authorize the *Chair of the Board of Supervisors* to sign application and contract or grant documents for receipt and use of these funds *for the attached projects*, and authorize the *Chair of the Board of Supervisors* to take all actions necessary to implement and complete the activities submitted in said application(s); and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the *Apache County* will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in the(these) application(s).

Passed and adopted by the *Apache County Board of Supervisors* this 15th day of December, 2015.

Joe Shirley, Jr., Chair of the Board of Supervisors

ATTEST:

Delwin Wengert, Clerk of the Board

APPROVED AS TO FORM:

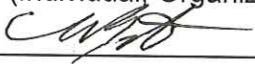
Michael Whiting, Apache County Attorney

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazarro



Date/Signature: 12/1/2015

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

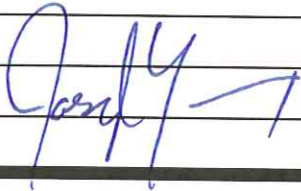
Discussion and possible adoption of the relocation Assistance Plan as required by the Arizona Department of Housing for CDBG applications.

BOS Meeting Date Requested 12/15/2015

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



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

TOM M. WHITE, JR.
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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

RELOCATION ASSISTANCE PLAN

As required under Section 104(d) of the
Housing and Community Development Act of 1974 as amended
RESOLUTION NO. _____

A RESOLUTION OF THE APACHE COUNTY BOARD OF SUPERVISORS ADOPTING A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR FY2016, AS REQUIRED UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 AS AMENDED.

WHEREAS, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations require that each applicant for Community Development Block Grant funds must adopt, make public and certify that it is following a residential anti-displacement and relocation assistance plan; and

WHEREAS, the *Apache County* is submitting an application to the Arizona Department of Housing for Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED, that the *Apache County Board of Supervisors* do hereby adopt the residential anti-displacement and relocation assistance plan as described below.

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

Apache County will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the Apache county will make public and submit to the ADOH CDBG Program the following information in writing:

1. A description of the proposed activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LM dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;

5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a LM dwelling unit for at least 10 years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan (CP).

Apache County will provide relocation assistance, as described in the ACT and implementing regulations, to each LM household displaced by demolition of housing or by the conversion of a LM dwelling unit to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the ACT, Apache County will take the following steps to minimize displacement of persons from their homes:

1. Coordinate code enforcement with rehabilitation and housing assistance programs.
2. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
3. Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
4. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
5. Adopt policies to identify and mitigate displacement resulting from intensive public investment neighborhoods.
6. Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
7. Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
8. Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.

Passed and adopted by the Apache County Board of Supervisors this 15th day of December, 2015.

Joe Shirley, Jr., Board of Supervisors, Chairman

ATTEST:

APPROVED AS TO FORM:

Delwin Wengert, Clerk of the Board

Michael Whiting, Apache County Attorney

NOTE: *This resolution is only required to be adopted by an applicant once every five years. However, if the applicant is aware that some component of the resolution adopted in a prior year is no longer accurate or applicable, then the applicant must adopt a revised resolution reflecting accurate information.*

The application for funds must contain a copy of the Resolution adopted not more than 5 years from the submittal date to the Department of Housing CDBG Program.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

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

Discussion and possible approval of consent items.

BOS Meeting Date Requested 12/15/15

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials

du

Apache County Board of Supervisors

AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature: 12/9/15

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

Request approval of demands as distributed to the Apache County Board of Supervisors between December 01, 2015 to December 14, 2015. Demands are payments made or to be made by the County. Specific details to the demands may be requested through the Apache County public record request process.

BOS Meeting Date Requested 12/15/15

PRE-AGENDA ITEM REVIEW

Legal Review: N/A

Signature

Finance Review: N/A

Signature

Human Resources Review: N/A

Signature

Other Review: N/A

Signature

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

Handwritten initials: RW

Vendor Name	Invoice Number	G/A Date	GL Account	Full Orig Set Description	Invoice Description	Check Number	Transaction Amount
AMERICAN FAMILY LIFE ASSURANCE	2016-00000232	12/03/2015	100-2230 - Voluntary Withholding	General Fund	AFLAC - AFLAC Post	1037422	208.30
AMERICAN FAMILY LIFE ASSURANCE	2016-00000232	12/03/2015	202-2230 - Voluntary Withholding	County Library	AFLAC - AFLAC Post	1037422	164.74
AMERICAN FAMILY LIFE ASSURANCE	2016-00000232	12/03/2015	205-2230 - Voluntary Withholding	Roads	AFLAC - AFLAC Post	1037422	219.46
AMERICAN FAMILY LIFE ASSURANCE	2016-00000232	12/03/2015	212-2230 - Voluntary Withholding	Health Services	AFLAC - AFLAC Post	1037422	53.03
AMERICAN FAMILY LIFE ASSURANCE	2016-00000232	12/03/2015	246-2230 - Voluntary Withholding	Adult Intensive Supervision	AFLAC - AFLAC Post	1037422	8.05
AMERICAN FAMILY LIFE ASSURANCE	2016-00000232	12/03/2015	256-2230 - Voluntary Withholding	Accent/Sheriff	AFLAC - AFLAC Post	1037422	49.66
AMERICAN FAMILY LIFE ASSURANCE	2016-00000232	12/03/2015	281-2230 - Voluntary Withholding	Diversion/Consequence	AFLAC - AFLAC Post	1037422	4.02
AMERICAN FAMILY LIFE ASSURANCE	2016-00000232	12/03/2015	289-2230 - Voluntary Withholding	Community Punishment	AFLAC - AFLAC Post	1037422	4.03
AMERICAN FAMILY LIFE ASSURANCE	2016-00000232	12/03/2015	340-2230 - Voluntary Withholding	Jail District	AFLAC - AFLAC Post	1037422	4.03
APACHE COUNTY FSA	2016-00000233	12/03/2015	100-2230 - Voluntary Withholding	County Library	FLEX - Flex Spending Account	1037423	15.92
APACHE COUNTY FSA	2016-00000233	12/03/2015	100-2230 - Voluntary Withholding	County Library	FLEX - Flex Spending Account	1037423	163.33
APACHE COUNTY FSA	2016-00000233	12/03/2015	205-2230 - Voluntary Withholding	Roads	FLEX - Flex Spending Account	1037423	61.67
APACHE COUNTY FSA	2016-00000233	12/03/2015	205-2230 - Voluntary Withholding	Roads	FLEX - Flex Spending Account	1037423	6.00
APACHE COUNTY FSA	2016-00000234	12/03/2015	100-2121 - HSA Employee	General Fund	HSA - Health Savings Account Employee*	1037424	44.00
APACHE COUNTY FSA	2016-00000234	12/03/2015	205-2121 - HSA Employee	General Fund	HSA - Health Savings Account Employee*	1037424	428.00
APACHE COUNTY FSA	2016-00000234	12/03/2015	205-2121 - HSA Employee	Roads	HSA - Health Savings Account Employee*	1037424	723.42
APACHE COUNTY FSA	2016-00000234	12/03/2015	212-2121 - HSA Employee	Roads	HSA - Health Savings Account Employee*	1037424	25.00
APACHE COUNTY FSA	2016-00000234	12/03/2015	212-2121 - HSA Employee	Health Services	HSA - Health Savings Account Employee*	1037424	12.50
APACHE COUNTY FSA	2016-00000234	12/03/2015	230-2121 - HSA Employee	Health Services	HSA - Health Savings Account Employee*	1037424	150.00
APACHE COUNTY FSA	2016-00000234	12/03/2015	230-2221 - HSA Employee	Criminal Justice, Attorney	HSA - Health Savings Account Employee*	1037424	337.50
APACHE COUNTY FSA	2016-00000234	12/03/2015	243-2121 - HSA Employee	Criminal Justice, Attorney	HSA - Health Savings Account Employee*	1037424	17.50
APACHE COUNTY FSA	2016-00000234	12/03/2015	243-2121 - HSA Employee	Accent/Attorney	HSA - Health Savings Account Employee*	1037424	78.05
APACHE COUNTY FSA	2016-00000234	12/03/2015	243-2221 - HSA Employee	Accent/Attorney	HSA - Health Savings Account Employee*	1037424	17.50
APACHE COUNTY FSA	2016-00000234	12/03/2015	260-2121 - HSA Employee	Victim's Assistance	HSA - Health Savings Account Employee*	1037424	78.02
APACHE COUNTY FSA	2016-00000234	12/03/2015	260-2121 - HSA Employee	Victim's Assistance	HSA - Health Savings Account Employee*	1037424	22.00
APACHE COUNTY FSA	2016-00000234	12/03/2015	294-2121 - HSA Employee	Prosecution Recovery Attorney	HSA - Health Savings Account Employee*	1037424	35.33
APACHE COUNTY FSA	2016-00000234	12/03/2015	294-2221 - HSA Employee	Prosecution Recovery Attorney	HSA - Health Savings Account Employee*	1037424	15.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	100-2120 - Health Insurance Employee	General Fund	BENPRE - Benefit Pre Tax*	1037425	66.85
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	100-2220 - Health Insurance Employee	General Fund	BENPRE - Benefit Pre Tax*	1037425	51,560.03
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	100-2230 - Voluntary Withholding	General Fund	BENPRE - Benefit Pre Tax*	1037425	9,566.84
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	202-2120 - Health Insurance Employee	County Library	BENPRE - Benefit Pre Tax*	1037425	381.67
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	202-2220 - Health Insurance Employee	County Library	BENPRE - Benefit Pre Tax*	1037425	8,444.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	202-2230 - Voluntary Withholding	Roads	BENPRE - Benefit Pre Tax*	1037425	1,595.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	205-2120 - Health Insurance Employee	Roads	BENPRE - Benefit Pre Tax*	1037425	20.90
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	205-2220 - Health Insurance Employee	Roads	BENPRE - Benefit Pre Tax*	1037425	23,782.50
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	205-2230 - Voluntary Withholding	Roads	BENPRE - Benefit Pre Tax*	1037425	3,828.76
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	212-2120 - Health Insurance Employee	Health Services	BENPRE - Benefit Pre Tax*	1037425	299.35
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	212-2220 - Health Insurance Employee	Health Services	BENPRE - Benefit Pre Tax*	1037425	8,069.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	212-2230 - Voluntary Withholding	Health Services	BENPRE - Benefit Pre Tax*	1037425	1,155.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	212-2230 - Voluntary Withholding	Health Services	BENPRE - Benefit Pre Tax*	1037425	160.73
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	214-2120 - Health Insurance Employee	Forest thinning	BENPRE - Benefit Pre Tax*	1037425	40.84
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	214-2220 - Health Insurance Employee	Forest thinning	BENPRE - Benefit Pre Tax*	1037425	1.69
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	218-2120 - Health Insurance Employee	GIS	BENPRE - Benefit Pre Tax*	1037425	482.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	218-2220 - Health Insurance Employee	GIS	BENPRE - Benefit Pre Tax*	1037425	115.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	224-2120 - Health Insurance Employee	Sheriff's Grants	BENPRE - Benefit Pre Tax*	1037425	620.99
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	224-2220 - Health Insurance Employee	Sheriff's Grants	BENPRE - Benefit Pre Tax*	1037425	68.44
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	224-2230 - Voluntary Withholding	Sheriff's Grants	BENPRE - Benefit Pre Tax*	1037425	1.33
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	226-2120 - Health Insurance Employee	Emergency Services	BENPRE - Benefit Pre Tax*	1037425	242.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	226-2220 - Health Insurance Employee	Emergency Services	BENPRE - Benefit Pre Tax*	1037425	15.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	227-2120 - Health Insurance Employee	Juvenile High Risk Court	BENPRE - Benefit Pre Tax*	1037425	242.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	227-2220 - Health Insurance Employee	Juvenile High Risk Court	BENPRE - Benefit Pre Tax*	1037425	15.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	230-2120 - Health Insurance Employee	Criminal Justice, Attorney	BENPRE - Benefit Pre Tax*	1037425	353.64
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	230-2220 - Health Insurance Employee	Criminal Justice, Attorney	BENPRE - Benefit Pre Tax*	1037425	88.57
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	236-2120 - Health Insurance Employee	D.P. Services Schools	BENPRE - Benefit Pre Tax*	1037425	1,446.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	236-2220 - Health Insurance Employee	D.P. Services Schools	BENPRE - Benefit Pre Tax*	1037425	355.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	239-2120 - Voluntary Withholding	D.P. Services Schools	BENPRE - Benefit Pre Tax*	1037425	37.25
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	239-2220 - Health Insurance Employee	Local Court Automation	BENPRE - Benefit Pre Tax*	1037425	121.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	240-2120 - Health Insurance Employee	Jail Enhancement	BENPRE - Benefit Pre Tax*	1037425	5.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	240-2220 - Health Insurance Employee	Jail Enhancement	BENPRE - Benefit Pre Tax*	1037425	110.98
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	240-2230 - Voluntary Withholding	Jail Enhancement	BENPRE - Benefit Pre Tax*	1037425	20.56
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	241-2120 - Health Insurance Employee	Jail Enhancement	BENPRE - Benefit Pre Tax*	1037425	0.35
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	241-2220 - Health Insurance Employee	State Aid to Probation	BENPRE - Benefit Pre Tax*	1037425	198.50
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	241-2230 - Voluntary Withholding	State Aid to Probation	BENPRE - Benefit Pre Tax*	1037425	182.50
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	243-2120 - Health Insurance Employee	Accent/Attorney	BENPRE - Benefit Pre Tax*	1037425	19.83
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	243-2220 - Health Insurance Employee	Accent/Attorney	BENPRE - Benefit Pre Tax*	1037425	450.04
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	243-2230 - Voluntary Withholding	Accent/Attorney	BENPRE - Benefit Pre Tax*	1037425	111.54
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	244-2120 - Health Insurance Employee	Probation Services	BENPRE - Benefit Pre Tax*	1037425	604.00
APACHE COUNTY MEDICAL	2016-00000235	12/03/2015	244-2220 - Health Insurance Employee	Probation Services	BENPRE - Benefit Pre Tax*	1037425	72.49

Vendor Name	Invoice Number	G/L Date	G/L Account	Full Orig Set Description	Invoice Description	Check Number	Transaction Amount
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	282-2110 - SS Employer	Drug Testing	SS - Social Security*	1037426	42.13
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	282-2111 - Medicare Employer	Drug Testing	SS - Social Security*	1037426	9.86
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	282-2210 - SS Employee	Drug Testing	SS - Social Security*	1037426	42.14
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	282-2211 - Medicare Employee	Drug Testing	SS - Social Security*	1037426	9.86
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	282-2260 - Federal Tax Withholding	Drug Testing	SS - Social Security*	1037426	30.98
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	282-2261 - State Tax Withholding	Drug Testing	SS - Social Security*	1037426	22.23
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	285-2110 - SS Employer	Case Processing Assistance	SS - Social Security*	1037426	14.48
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	285-2111 - Medicare Employer	Case Processing Assistance	SS - Social Security*	1037426	3.39
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	285-2210 - SS Employee	Case Processing Assistance	SS - Social Security*	1037426	14.48
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	285-2211 - Medicare Employee	Case Processing Assistance	SS - Social Security*	1037426	3.39
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	285-2260 - Federal Tax Withholding	Case Processing Assistance	SS - Social Security*	1037426	47.82
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	285-2261 - State Tax Withholding	Case Processing Assistance	SS - Social Security*	1037426	11.52
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	289-2111 - Medicare Employer	Community Punishment	SS - Social Security*	1037426	22.91
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	289-2210 - SS Employee	Community Punishment	SS - Social Security*	1037426	5.36
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	289-2211 - Medicare Employee	Community Punishment	SS - Social Security*	1037426	22.91
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	289-2260 - Federal Tax Withholding	Community Punishment	SS - Social Security*	1037426	5.36
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	289-2261 - State Tax Withholding	Community Punishment	SS - Social Security*	1037426	12.17
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	294-2110 - SS Employer	Prosecution Recovery Attorney	SS - Social Security*	1037426	107.30
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	294-2111 - Medicare Employer	Prosecution Recovery Attorney	SS - Social Security*	1037426	25.11
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	294-2210 - SS Employee	Prosecution Recovery Attorney	SS - Social Security*	1037426	107.29
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	294-2211 - Medicare Employee	Prosecution Recovery Attorney	SS - Social Security*	1037426	25.09
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	294-2260 - Federal Tax Withholding	Prosecution Recovery Attorney	SS - Social Security*	1037426	37.55
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	294-2261 - State Tax Withholding	Prosecution Recovery Attorney	SS - Social Security*	1037426	25.90
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	297-2111 - Medicare Employer	Fill the Gap, Courts	SS - Social Security*	1037426	267.47
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	297-2210 - SS Employee	Fill the Gap, Courts	SS - Social Security*	1037426	62.55
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	297-2211 - Medicare Employee	Fill the Gap, Courts	SS - Social Security*	1037426	267.47
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	297-2260 - Federal Tax Withholding	Fill the Gap, Courts	SS - Social Security*	1037426	62.55
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	334-2110 - SS Employer	Fill the Gap, Courts	SS - Social Security*	1037426	458.68
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	334-2111 - Medicare Employer	Fill the Gap, Courts	SS - Social Security*	1037426	120.27
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	334-2210 - SS Employee	Fill the Gap, Courts	SS - Social Security*	1037426	23.81
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	334-2211 - Medicare Employee	Fill the Gap, Courts	SS - Social Security*	1037426	5.57
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	334-2260 - Federal Tax Withholding	Fill the Gap, Courts	SS - Social Security*	1037426	5.57
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	334-2261 - State Tax Withholding	Fill the Gap, Courts	SS - Social Security*	1037426	54.93
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	340-2110 - SS Employer	Attorney Diversion	SS - Social Security*	1037426	17.36
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	340-2111 - Medicare Employer	Attorney Diversion	SS - Social Security*	1037426	2,841.74
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	340-2210 - SS Employee	Attorney Diversion	SS - Social Security*	1037426	664.60
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	340-2211 - Medicare Employee	Attorney Diversion	SS - Social Security*	1037426	2,841.76
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	340-2260 - Federal Tax Withholding	Attorney Diversion	SS - Social Security*	1037426	664.60
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	340-2261 - State Tax Withholding	Attorney Diversion	SS - Social Security*	1037426	3,082.92
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	341-2110 - SS Employer	Attorney Diversion	SS - Social Security*	1037426	1,043.53
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	341-2111 - Medicare Employer	Attorney Diversion	SS - Social Security*	1037426	33.50
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	341-2210 - SS Employee	Attorney Diversion	SS - Social Security*	1037426	86.90
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	341-2211 - Medicare Employee	Attorney Diversion	SS - Social Security*	1037426	33.51
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	341-2260 - Federal Tax Withholding	Attorney Diversion	SS - Social Security*	1037426	86.90
APACHE COUNTY TAX WITHHOLDING	2016-00000236	12/03/2015	341-2261 - State Tax Withholding	Attorney Diversion	SS - Social Security*	1037426	683.25
ASRS LEGACY EORP	2016-00000237	12/03/2015	100-2152 - Elected Officials Retirement Employer	Juvenile Jail District	ASRS - ASRS*	1037427	138.74
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	100-2113 - Long Term Disability Employer	General Fund	ASRS - ASRS*	1037427	972.22
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	100-2150 - ASRS Employer	General Fund	ASRS - ASRS*	1037428	197.93
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	100-2213 - Long Term Disability Employer	General Fund	ASRS - ASRS*	1037428	19,147.82
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	100-2250 - ASRS Employee	General Fund	ASRS - ASRS*	1037428	177.93
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	100-2250 - ASRS Employee	General Fund	ASRS - ASRS*	1037428	18,772.38
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	202-2113 - Long Term Disability Employer	County Library	ASRS - ASRS*	1037428	28.96
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	202-2150 - ASRS Employer	County Library	ASRS - ASRS*	1037428	2,739.13
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	202-2213 - Long Term Disability Employer	County Library	ASRS - ASRS*	1037428	28.96
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	202-2250 - ASRS Employee	County Library	ASRS - ASRS*	1037428	2,739.13
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	205-2113 - Long Term Disability Employer	Roads	ASRS - ASRS*	1037428	118.89
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	205-2150 - ASRS Employer	Roads	ASRS - ASRS*	1037428	11,489.37
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	205-2213 - Long Term Disability Employer	Roads	ASRS - ASRS*	1037428	28.96
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	205-2250 - ASRS Employee	Roads	ASRS - ASRS*	1037428	2,739.13
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	212-2113 - Long Term Disability Employer	Health Services	ASRS - ASRS*	1037428	118.89
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	212-2150 - ASRS Employer	Health Services	ASRS - ASRS*	1037428	11,489.37
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	212-2213 - Long Term Disability Employer	Health Services	ASRS - ASRS*	1037428	28.96
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	212-2250 - ASRS Employee	Health Services	ASRS - ASRS*	1037428	2,739.13
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	214-2113 - Long Term Disability Employer	Forest thinning	ASRS - ASRS*	1037428	24.45
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	214-2150 - ASRS Employer	Forest thinning	ASRS - ASRS*	1037428	24.45
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	214-2213 - Long Term Disability Employer	Forest thinning	ASRS - ASRS*	1037428	24.46
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	214-2250 - ASRS Employee	Forest thinning	ASRS - ASRS*	1037428	24.46
AZ STATE RETIREMENT SYSTEM	2016-00000238	12/03/2015	218-2113 - Long Term Disability Employer	GIS	ASRS - ASRS*	1037428	2.12

Invoice Number	g/l Date	GL Account	Full Org. Sct Description	Invoice Description	Check Number	Transaction Amount
2016-00000238	12/03/2015	218-2150 - ASRS Employer	ASRS - ASRS*	ASRS - ASRS*	1037428	200.89
2016-00000238	12/03/2015	218-2213 - Long Term Disability Employee	ASRS - ASRS*	ASRS - ASRS*	1037428	2.12
2016-00000238	12/03/2015	218-2250 - ASRS Employee	ASRS - ASRS*	ASRS - ASRS*	1037428	200.89
2016-00000238	12/03/2015	226-2113 - Long Term Disability Employer	Emergency Services	Emergency Services	1037428	1.59
2016-00000238	12/03/2015	226-2150 - ASRS Employer	Emergency Services	Emergency Services	1037428	150.84
2016-00000238	12/03/2015	226-2213 - Long Term Disability Employee	Emergency Services	Emergency Services	1037428	1.59
2016-00000238	12/03/2015	226-2250 - ASRS Employee	Juvenile High Risk Court	Juvenile High Risk Court	1037428	150.84
2016-00000238	12/03/2015	227-2113 - Long Term Disability Employer	Juvenile High Risk Court	Juvenile High Risk Court	1037428	0.84
2016-00000238	12/03/2015	227-2150 - ASRS Employer	Juvenile High Risk Court	Juvenile High Risk Court	1037428	79.77
2016-00000238	12/03/2015	227-2213 - Long Term Disability Employee	Juvenile High Risk Court	Juvenile High Risk Court	1037428	0.84
2016-00000238	12/03/2015	227-2250 - ASRS Employee	Juvenile High Risk Court	Juvenile High Risk Court	1037428	79.77
2016-00000238	12/03/2015	230-2113 - Long Term Disability Employer	Criminal Justice, Attorney	Criminal Justice, Attorney	1037428	2.73
2016-00000238	12/03/2015	230-2150 - ASRS Employer	Criminal Justice, Attorney	Criminal Justice, Attorney	1037428	258.37
2016-00000238	12/03/2015	230-2213 - Long Term Disability Employee	Criminal Justice, Attorney	Criminal Justice, Attorney	1037428	2.73
2016-00000238	12/03/2015	230-2250 - ASRS Employee	Criminal Justice, Attorney	Criminal Justice, Attorney	1037428	258.37
2016-00000238	12/03/2015	236-2113 - Long Term Disability Employer	D.P. Services Schools	D.P. Services Schools	1037428	2.73
2016-00000238	12/03/2015	236-2150 - ASRS Employer	D.P. Services Schools	D.P. Services Schools	1037428	258.37
2016-00000238	12/03/2015	236-2213 - Long Term Disability Employee	D.P. Services Schools	D.P. Services Schools	1037428	2.73
2016-00000238	12/03/2015	236-2250 - ASRS Employee	D.P. Services Schools	D.P. Services Schools	1037428	258.37
2016-00000238	12/03/2015	239-2113 - Long Term Disability Employer	Local Court Automation	Local Court Automation	1037428	10.25
2016-00000238	12/03/2015	239-2150 - ASRS Employer	Local Court Automation	Local Court Automation	1037428	969.69
2016-00000238	12/03/2015	239-2213 - Long Term Disability Employee	Local Court Automation	Local Court Automation	1037428	10.25
2016-00000238	12/03/2015	239-2250 - ASRS Employee	Local Court Automation	Local Court Automation	1037428	969.69
2016-00000238	12/03/2015	241-2113 - Long Term Disability Employer	State Aid to Probation	State Aid to Probation	1037428	1.21
2016-00000238	12/03/2015	241-2150 - ASRS Employer	State Aid to Probation	State Aid to Probation	1037428	114.33
2016-00000238	12/03/2015	241-2213 - Long Term Disability Employee	State Aid to Probation	State Aid to Probation	1037428	1.21
2016-00000238	12/03/2015	241-2250 - ASRS Employee	State Aid to Probation	State Aid to Probation	1037428	114.33
2016-00000238	12/03/2015	243-2113 - Long Term Disability Employer	Accent/Attorney	Accent/Attorney	1037428	3.32
2016-00000238	12/03/2015	243-2150 - ASRS Employer	Accent/Attorney	Accent/Attorney	1037428	313.98
2016-00000238	12/03/2015	243-2213 - Long Term Disability Employee	Accent/Attorney	Accent/Attorney	1037428	3.32
2016-00000238	12/03/2015	243-2250 - ASRS Employee	Accent/Attorney	Accent/Attorney	1037428	313.98
2016-00000238	12/03/2015	244-2113 - Long Term Disability Employer	Probation Services	Probation Services	1037428	1.68
2016-00000238	12/03/2015	244-2150 - ASRS Employer	Probation Services	Probation Services	1037428	159.24
2016-00000238	12/03/2015	244-2213 - Long Term Disability Employee	Probation Services	Probation Services	1037428	1.68
2016-00000238	12/03/2015	244-2250 - ASRS Employee	Probation Services	Probation Services	1037428	159.24
2016-00000238	12/03/2015	245-2113 - Long Term Disability Employer	CASA	CASA	1037428	1.18
2016-00000238	12/03/2015	245-2150 - ASRS Employer	CASA	CASA	1037428	111.43
2016-00000238	12/03/2015	245-2213 - Long Term Disability Employee	CASA	CASA	1037428	1.18
2016-00000238	12/03/2015	245-2250 - ASRS Employee	CASA	CASA	1037428	111.43
2016-00000238	12/03/2015	246-2113 - Long Term Disability Employer	Adult Intensive Supervision	Adult Intensive Supervision	1037428	2.42
2016-00000238	12/03/2015	246-2150 - ASRS Employer	Adult Intensive Supervision	Adult Intensive Supervision	1037428	227.90
2016-00000238	12/03/2015	246-2213 - Long Term Disability Employee	Adult Intensive Supervision	Adult Intensive Supervision	1037428	2.42
2016-00000238	12/03/2015	246-2250 - ASRS Employee	Adult Intensive Supervision	Adult Intensive Supervision	1037428	227.90
2016-00000238	12/03/2015	249-2113 - Long Term Disability Employer	Juvenile Treatment Services	Juvenile Treatment Services	1037428	2.64
2016-00000238	12/03/2015	249-2150 - ASRS Employer	Juvenile Treatment Services	Juvenile Treatment Services	1037428	249.65
2016-00000238	12/03/2015	249-2213 - Long Term Disability Employee	Juvenile Treatment Services	Juvenile Treatment Services	1037428	2.64
2016-00000238	12/03/2015	249-2250 - ASRS Employee	Juvenile Treatment Services	Juvenile Treatment Services	1037428	249.65
2016-00000238	12/03/2015	251-2113 - Long Term Disability Employer	J.P.P.S	J.P.P.S	1037428	1.26
2016-00000238	12/03/2015	251-2150 - ASRS Employer	J.P.P.S	J.P.P.S	1037428	119.62
2016-00000238	12/03/2015	251-2213 - Long Term Disability Employee	J.P.P.S	J.P.P.S	1037428	1.26
2016-00000238	12/03/2015	251-2250 - ASRS Employee	J.P.P.S	J.P.P.S	1037428	119.62
2016-00000238	12/03/2015	254-2113 - Long Term Disability Employer	State Adult Enhancement Fund	State Adult Enhancement Fund	1037428	1.99
2016-00000238	12/03/2015	254-2150 - ASRS Employer	State Adult Enhancement Fund	State Adult Enhancement Fund	1037428	188.30
2016-00000238	12/03/2015	254-2213 - Long Term Disability Employee	State Adult Enhancement Fund	State Adult Enhancement Fund	1037428	1.99
2016-00000238	12/03/2015	254-2250 - ASRS Employee	State Adult Enhancement Fund	State Adult Enhancement Fund	1037428	188.30
2016-00000238	12/03/2015	260-2113 - Long Term Disability Employer	Victim's Assistance	Victim's Assistance	1037428	1.69
2016-00000238	12/03/2015	260-2150 - ASRS Employer	Victim's Assistance	Victim's Assistance	1037428	160.97
2016-00000238	12/03/2015	260-2213 - Long Term Disability Employee	Victim's Assistance	Victim's Assistance	1037428	1.69
2016-00000238	12/03/2015	260-2250 - ASRS Employee	Victim's Assistance	Victim's Assistance	1037428	160.97
2016-00000238	12/03/2015	276-2113 - Long Term Disability Employer	Drug Treatment and Education	Drug Treatment and Education	1037428	0.31
2016-00000238	12/03/2015	276-2150 - ASRS Employer	Drug Treatment and Education	Drug Treatment and Education	1037428	28.88
2016-00000238	12/03/2015	276-2213 - Long Term Disability Employee	Drug Treatment and Education	Drug Treatment and Education	1037428	0.31
2016-00000238	12/03/2015	276-2250 - ASRS Employee	Drug Treatment and Education	Drug Treatment and Education	1037428	28.88
2016-00000238	12/03/2015	280-2113 - Long Term Disability Employer	Diversion Intake	Diversion Intake	1037428	1.17
2016-00000238	12/03/2015	280-2150 - ASRS Employer	Diversion Intake	Diversion Intake	1037428	111.06
2016-00000238	12/03/2015	280-2213 - Long Term Disability Employee	Diversion Intake	Diversion Intake	1037428	1.17
2016-00000238	12/03/2015	280-2250 - ASRS Employee	Diversion Intake	Diversion Intake	1037428	111.06
2016-00000238	12/03/2015	281-2113 - Long Term Disability Employer	Diversion Consequence	Diversion Consequence	1037428	1.00
2016-00000238	12/03/2015	281-2150 - ASRS Employer	Diversion Consequence	Diversion Consequence	1037428	95.08
2016-00000238	12/03/2015	281-2213 - Long Term Disability Employee	Diversion Consequence	Diversion Consequence	1037428	1.00
2016-00000238	12/03/2015	281-2250 - ASRS Employee	Diversion Consequence	Diversion Consequence	1037428	95.08

Vendor Name	Invoice Number	G/L Date	GL Account	Full Org. Set Description	Invoice Description	Check Number	Transaction Amount
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	281-2250 - ASRS Employee	Diversion Consequence	ASRS - ASRS*	1037428	95.08
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	289-2113 - Long Term Disability Employer	Community Punishment	ASRS - ASRS*	1037428	0.45
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	289-2150 - ASRS Employer	Community Punishment	ASRS - ASRS*	1037428	42.23
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	289-2213 - Long Term Disability Employer	Community Punishment	ASRS - ASRS*	1037428	0.45
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	289-2250 - ASRS Employee	Community Punishment	ASRS - ASRS*	1037428	42.23
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	294-2113 - Long Term Disability Employer	Prosecution Recovery Attorney	ASRS - ASRS*	1037428	2.24
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	294-2150 - ASRS Employer	Prosecution Recovery Attorney	ASRS - ASRS*	1037428	211.96
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	294-2213 - Long Term Disability Employer	Prosecution Recovery Attorney	ASRS - ASRS*	1037428	2.24
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	294-2250 - ASRS Employee	Prosecution Recovery Attorney	ASRS - ASRS*	1037428	211.96
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	297-2113 - Long Term Disability Employer	Fill the Gap, Courts	ASRS - ASRS*	1037428	3.28
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	297-2150 - ASRS Employer	Fill the Gap, Courts	ASRS - ASRS*	1037428	309.86
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	297-2213 - Long Term Disability Employer	Fill the Gap, Courts	ASRS - ASRS*	1037428	3.28
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	297-2250 - ASRS Employee	Fill the Gap, Courts	ASRS - ASRS*	1037428	309.86
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	334-2113 - Long Term Disability Employer	Attorney Diversion	ASRS - ASRS*	1037428	0.46
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	334-2150 - ASRS Employer	Attorney Diversion	ASRS - ASRS*	1037428	43.88
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	334-2213 - Long Term Disability Employer	Attorney Diversion	ASRS - ASRS*	1037428	0.46
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	334-2250 - ASRS Employee	Attorney Diversion	ASRS - ASRS*	1037428	43.88
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	340-2113 - Long Term Disability Employer	Jail District	ASRS - ASRS*	1037428	0.46
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	340-2150 - ASRS Employer	Jail District	ASRS - ASRS*	1037428	43.90
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	340-2213 - Long Term Disability Employer	Jail District	ASRS - ASRS*	1037428	19.59
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	340-2250 - ASRS Employee	Jail District	ASRS - ASRS*	1037428	1853.59
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	341-2113 - Long Term Disability Employer	Juvenile Jail District	ASRS - ASRS*	1037428	19.59
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	341-2150 - ASRS Employer	Juvenile Jail District	ASRS - ASRS*	1037428	1,853.59
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	341-2213 - Long Term Disability Employer	Juvenile Jail District	ASRS - ASRS*	1037428	7.35
AZ STATE RETIREMENT SYSTEM	2016-0000238	12/03/2015	341-2250 - ASRS Employee	Juvenile Jail District	ASRS - ASRS*	1037428	694.96
BIKINNEKIRK, GERALDINE	2016-0000239	12/03/2015	205-2230 - Voluntary Withholding	Roads	CSS - Child Support \$	1037428	7.35
CALIFORNIA STATE DISBURSEMENT UNIT	2016-0000240	12/03/2015	340-2230 - Voluntary Withholding	Jail District	CSS - Child Support	1037429	176.65
CHILD SUPPORT SERVICES ORS	2016-0000241	12/03/2015	100-2230 - Voluntary Withholding	General Fund	CSS - Child Support	1037430	222.00
CHILD SUPPORT SERVICES ORS	2016-0000241	12/03/2015	205-2230 - Voluntary Withholding	Roads	CSS - Child Support	1037431	(22.00)
CHILD SUPPORT SERVICES ORS	2016-0000241	12/03/2015	340-2230 - Voluntary Withholding	Jail District	CSS - Child Support	1037431	235.49
CINCINNATI LIFE INS CO	2016-0000242	12/03/2015	205-2230 - Voluntary Withholding	Roads	CSS - Child Support	1037431	222.00
CINCINNATI LIFE INS CO	2016-0000242	12/03/2015	254-2230 - Voluntary Withholding	State Adult Enhancement Fund	CINULFECCO - Cincinnati Life Ins	1037432	28.00
COLONIAL LIFE AND ACCIDENT INS	2016-0000243	12/03/2015	202-2230 - Voluntary Withholding	General Fund	CINULFECCO - Cincinnati Life Ins	1037432	12.85
COLONIAL LIFE AND ACCIDENT INS	2016-0000243	12/03/2015	202-2230 - Voluntary Withholding	County Library	COLLIFEPOST - Colonial Life Post*	1037433	488.36
COLONIAL LIFE AND ACCIDENT INS	2016-0000243	12/03/2015	205-2230 - Voluntary Withholding	Roads	COLLIFEPOST - Colonial Life Post*	1037433	69.13
COLONIAL LIFE AND ACCIDENT INS	2016-0000243	12/03/2015	212-2230 - Voluntary Withholding	Health Services	COLLIFEPOST - Colonial Life Post*	1037433	477.88
COLONIAL LIFE AND ACCIDENT INS	2016-0000243	12/03/2015	241-2230 - Voluntary Withholding	State Aid to Probation	COLLIFEPOST - Colonial Life Post*	1037433	134.78
COLONIAL LIFE AND ACCIDENT INS	2016-0000243	12/03/2015	254-2230 - Voluntary Withholding	State Adult Enhancement Fund	COLLIFEPOST - Colonial Life Post*	1037433	52.89
COLONIAL LIFE AND ACCIDENT INS	2016-0000243	12/03/2015	260-2230 - Voluntary Withholding	Victim's Assistance	COLLIFEPOST - Colonial Life Post*	1037433	20.57
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	340-2230 - Voluntary Withholding	Jail District	COLLIFEPOST - Colonial Life Post*	1037433	18.87
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	100-2154 - Probation Retirement Employee	General Fund	COLLIFEPOST - Colonial Life Post*	1037434	115.72
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	100-2253 - Correction Retirement Employee	General Fund	CORPAC - Probation Retirement*	1037434	706.90
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	241-2154 - Probation Retirement Employee	State Aid to Probation	CORPAC - Probation Retirement*	1037434	298.00
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	241-2253 - Correction Retirement Employee	State Aid to Probation	CORPAC - Probation Retirement*	1037434	667.97
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	244-2154 - Probation Retirement Employee	Probation Services	CORPAC - Probation Retirement*	1037434	294.08
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	244-2253 - Correction Retirement Employee	Probation Services	CORPAC - Probation Retirement*	1037434	294.08
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	246-2154 - Probation Retirement Employee	Adult Intensive Supervision	CORPAC - Probation Retirement*	1037434	1,140.08
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	246-2253 - Correction Retirement Employee	Adult Intensive Supervision	CORPAC - Probation Retirement*	1037434	480.61
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	251-2154 - Probation Retirement Employee	J.P.P.5	CORPAC - Probation Retirement*	1037434	144.92
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	251-2253 - Correction Retirement Employee	J.P.P.5	CORPAC - Probation Retirement*	1037434	977.65
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	254-2154 - Probation Retirement Employee	State Adult Enhancement Fund	CORPAC - Probation Retirement*	1037434	977.65
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	254-2253 - Correction Retirement Employee	State Adult Enhancement Fund	CORPAC - Probation Retirement*	1037434	412.13
CORRECTIONS OFFICER RET PLAN	2016-0000244	12/03/2015	282-2154 - Probation Retirement Employee	Drug Testing	CORPAC - Probation Retirement*	1037434	147.04
CORRECTIONS OFFICER RET PLAN	2016-0000245	12/03/2015	282-2253 - Correction Retirement Employee	Drug Testing	CORPAC - Probation Retirement*	1037434	62.00
CORRECTIONS OFFICER RET PLAN	2016-0000245	12/03/2015	256-2153 - Correction Retirement Employee	Accent/Sheriff	CORP - Corrections Retirement*	1037435	157.22
CORRECTIONS OFFICER RET PLAN	2016-0000245	12/03/2015	256-2253 - Correction Retirement Employee	Accent/Sheriff	CORP - Corrections Retirement*	1037435	96.37
CORRECTIONS OFFICER RET PLAN	2016-0000245	12/03/2015	340-2153 - Correction Retirement Employee	Jail District	CORP - Corrections Retirement*	1037435	3,493.77
CORRECTIONS OFFICER RET PLAN	2016-0000246	12/03/2015	100-2230 - Voluntary Withholding	General Fund	CSS - Child Support \$	1037436	122.00
CORRECTIONS OFFICER RET PLAN	2016-0000246	12/03/2015	205-2230 - Voluntary Withholding	Roads	CSS - Child Support \$	1037436	1,086.09
CORRECTIONS OFFICER RET PLAN	2016-0000246	12/03/2015	205-2230 - Voluntary Withholding	Roads	CSS - Child Support \$	1037436	445.55
CORRECTIONS OFFICER RET PLAN	2016-0000246	12/03/2015	205-2230 - Voluntary Withholding	Sheriff's Grants	CSS - Child Support \$	1037436	445.55
CORRECTIONS OFFICER RET PLAN	2016-0000248	12/03/2015	100-2230 - Voluntary Withholding	Roads	INSTXLYV - IRS Tax Levy	1037437	696.06
CORRECTIONS OFFICER RET PLAN	2016-0000249	12/03/2015	100-2230 - Voluntary Withholding	General Fund	WRITGARN% - Writ of Garnishment	1037438	219.31
CORRECTIONS OFFICER RET PLAN	2016-0000249	12/03/2015	205-2230 - Voluntary Withholding	General Fund	CSS - Child Support \$	1037439	(1,531.64)
CORRECTIONS OFFICER RET PLAN	2016-0000249	12/03/2015	205-2230 - Voluntary Withholding	County Library	CSS - Child Support \$	1037439	122.00
CORRECTIONS OFFICER RET PLAN	2016-0000249	12/03/2015	224-2230 - Voluntary Withholding	Roads	CSS - Child Support \$	1037439	1,086.09
CORRECTIONS OFFICER RET PLAN	2016-0000250	12/03/2015	100-2230 - Voluntary Withholding	Sheriff's Grants	CSS - Child Support \$	1037439	445.55
CORRECTIONS OFFICER RET PLAN	2016-0000250	12/03/2015	205-2230 - Voluntary Withholding	General Fund	NATION - Nationwide Retirement	1037440	850.00
CORRECTIONS OFFICER RET PLAN	2016-0000250	12/03/2015	205-2230 - Voluntary Withholding	Roads	NATION - Nationwide Retirement	1037440	5.00

Vendor Name

Invoice Number

GL Account

Full Org Set Description

Invoice Description

Check Number Transaction Amount

Vendor Name	Invoice Number	GL Account	Full Org Set Description	Invoice Description	Check Number	Transaction Amount
AMAZON COM INC	16806890794	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	10.80
AMAZON COM INC	18071636088	12/02/2015 202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037448	15.16
AMAZON COM INC	188211837002	12/02/2015 202-8000-41000 - Supplies	County Library-Apache County Library	Supplies	1037448	48.21
AMAZON COM INC	188214163324	12/02/2015 202-8000-41000 - Supplies	County Library-Apache County Library	Supplies	1037448	13.49
AMAZON COM INC	188216480852	12/02/2015 202-8000-41000 - Supplies	County Library-Apache County Library	Supplies	1037448	13.49
AMAZON COM INC	188218815434	12/02/2015 202-8000-41000 - Supplies	County Library-Apache County Library	Supplies	1037448	11.45
AMAZON COM INC	2068211215920	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	26.05
AMAZON COM INC	207771462105	12/02/2015 202-8000-49075 - Electronic Resources	County Library-Apache County Library	Electronic Resources	1037448	39.99
AMAZON COM INC	217011447582	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	23.08
AMAZON COM INC	217011783927	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	8.15
AMAZON COM INC	217014283542	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	21.49
AMAZON COM INC	217015449501	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	234.82
AMAZON COM INC	217016116188	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	14.90
AMAZON COM INC	217019653174	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	9.35
AMAZON COM INC	217201917659	12/02/2015 202-8000-41000 - Supplies	County Library-Library Donations	Supplies	1037448	12.73
AMAZON COM INC	219599722566	12/02/2015 202-8000-41000 - Supplies	County Library-Library Donations	Supplies	1037448	37.82
AMAZON COM INC	220320519822	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	65.00
AMAZON COM INC	221890922855	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	38.80
AMAZON COM INC	2219057787	12/02/2015 202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037448	13.93
AMAZON COM INC	24178099473	12/02/2015 202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037448	17.37
AMAZON COM INC	242666059831	12/02/2015 202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037448	5.29
AMAZON COM INC	257663101381	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	21.24
AMAZON COM INC	257663158133	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	138.31
AMAZON COM INC	257663158133	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	146.40
AMAZON COM INC	258685105291	12/02/2015 202-8000-41000 - Supplies	County Library-Apache County Library	Supplies	1037448	14.97
AMAZON COM INC	258833929552	12/02/2015 202-8000-46000 - Assets under \$5000	County Library-Apache County Library	Assets under \$5000	1037448	42.08
AMAZON COM INC	258837163836	12/02/2015 202-8000-46000 - Assets under \$5000	County Library-Apache County Library	Assets under \$5000	1037448	109.99
AMAZON COM INC	258837937863	12/02/2015 202-8000-46000 - Assets under \$5000	County Library-Apache County Library	Assets under \$5000	1037448	109.99
AMAZON COM INC	259314086615	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	109.99
AMAZON COM INC	2595148011534	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	80.33
AMAZON COM INC	26133241306	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	14.99
AMAZON COM INC	263091613538	12/02/2015 202-8000-41250 - Cleaning and Sanitation Supplies	County Library-Apache County Library	Cleaning and Sanitation Supplies	1037448	24.75
AMAZON COM INC	269941120505	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	5.92
AMAZON COM INC	2726461288339	12/02/2015 202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037448	8.42
AMAZON COM INC	275077371917	12/02/2015 202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037448	8.64
AMAZON COM INC	302249436681	12/02/2015 202-8000-41000 - Supplies	County Library-Apache County Library	Supplies	1037448	52.79
AMAZON COM INC	44151325786	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	3.63
AMAZON COM INC	57974343976	12/02/2015 202-8000-41000 - Supplies	County Library-Apache County Library	Supplies	1037448	14.60
AMAZON COM INC	69725919581	12/02/2015 202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037448	35.75
AMAZON COM INC	78038024089	12/02/2015 202-8000-49075 - Electronic Resources	County Library-Apache County Library	Electronic Resources	1037448	11.25
AMAZON COM INC	780382629354	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	67.68
AMAZON COM INC	82595736517	12/02/2015 202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037448	29.91
AMAZON COM INC	92936924440	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	50.59
AMAZON COM INC	93214125677	12/02/2015 202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037448	25.32
AMAZON COM INC	9353178102	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	34.46
AMAZON COM INC	9353283816	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	19.50
AMAZON COM INC	93604931635	12/02/2015 202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037448	268.42
AMERICAN FENCE CO OF AZ	1880428	12/02/2015 205-4600-41000 - Supplies	Roads-Roads St Johns	fence-supplies 6040	1037448	6.93
AMERICAN INSTITUTE OF TOXICOLOGY INC	20349073115	12/02/2015 212-3800-44480 - Laboratory Testing	Health Services-Medical Examiner	Laboratory Testing	1037449	2,691.11
AMERIGAS - GALLUP	3045504706	12/02/2015 205-4700-43890 - Other Rentals	Roads-Roads Ganado	Other Rentals	1037450	250.00
AMIGO CHEVROLET	CTCS515287	12/02/2015 100-3900-43910 - Automotive Repairs and Maint	General Fund-Sheriff	automotive	1037451	93.32
APACHE COUNTY	303818	12/02/2015 202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037452	4,073.77
APACHE COUNTY	ACLDNOVL5	12/02/2015 202-8000-43230 - Postage	County Library-Apache County Library	POSTAGE	1037453	4.00
APACHE COUNTY	SIPLNOVL5	12/02/2015 202-8000-43230 - Postage	County Library-Apache County Library	POSTAGE	1037453	6.05
APACHE COUNTY	VPLNOVL5	12/02/2015 202-8000-43230 - Postage	County Library-Apache County Library	POSTAGE	1037453	80.49
APACHE COUNTY	NOVEMBER2015	12/02/2015 250-3700-44520 - Restitution	County Library-Probation Fees-Juvenile Probation	Restitution	1037453	37.51
ARANDA MARIN, RUBEN A	120615A	12/02/2015 100-0100-43310 - Travel and Training Expense	General Fund-Assessor	Travel and Training Expense	1037454	297.85
ASHTONS REPAIR INC	32463	12/02/2015 205-4300-43910 - Automotive Repairs and Maint	Roads-Roads Engineer	automotive repair and maint	1037455	759.00
ASHTONS REPAIR INC	32472	12/02/2015 100-0200-43910 - Automotive Repairs and Maint	General Fund-Attorney	automotive repair and maint	1037456	120.65
ASPEN TIRE & OIL	54931NV	12/02/2015 212-5100-43910 - Automotive Repairs and Maint	Health Services-Health Services	automotive repair and maint	1037456	226.82
AZ COUNTIES INSURANCE POOL	2016052	12/02/2015 100-2000-41000 - Supplies	General Fund-Board of Supervisors - Gen	Professional Services	1037457	203.12
BAKER'S OFFICE CITY	5621291	12/02/2015 100-2020-41000 - Supplies	General Fund-JP Round Valley	Supplies	1037458	107.50
BAKER'S OFFICE CITY	5621291	12/02/2015 100-2020-41000 - Supplies	General Fund-Springerville Magistrate	Supplies	1037459	5.94
BAKER'S OFFICE CITY	5621291	12/02/2015 100-2020-41000 - Supplies	General Fund-Eagar Magistrate	Supplies	1037459	2.97
BAKER'S OFFICE CITY	5628731	12/02/2015 100-2020-41000 - Supplies	General Fund-JP Round Valley	Supplies	1037459	31.00
BAKER'S OFFICE CITY	5628731	12/02/2015 100-2020-41000 - Supplies	General Fund-Springerville Magistrate	Supplies	1037459	15.50
BAKER'S OFFICE CITY	5628731	12/02/2015 100-2021-41000 - Supplies	General Fund-Eagar Magistrate	Supplies	1037459	15.50
BAKER'S OFFICE CITY	5632800	12/02/2015 100-2000-41000 - Supplies	General Fund-JP Round Valley	Supplies	1037459	25.28

Vendor Name	Invoice Number	G/L Date	GL Account	Full Org. Set Description	Invoice Description	Check Number	Transaction Amount
FRONTIER	3178NOV15	12/02/2015	100-2020-43210 - Telephone Services	General Fund-Springerville Magistrate	Telephone Services	1037501	14.31
FRONTIER	3178NOV15	12/02/2015	100-2021-43210 - Telephone Services	General Fund-Engar Magistrate	Telephone Services	1037501	14.31
FRONTIER	2771NOV15	12/02/2015	100-0700-43210 - Telephone Services	General Fund-Clerk of Superior Court	Telephone Services	1037503	124.49
FRONTIER	0212NOV15	12/02/2015	212-5655-43210 - Telephone Services	Health Services-Focus A Plan (PHEP)	Telephone Services	1037503	236.39
FRONTIER	4532198	12/02/2015	100-2200-43210 - Telephone Services	General Fund-Communications	Telephone Services	1037504	6.00
FRONTIER	4532198	12/02/2015	100-3900-43210 - Telephone Services	General Fund-Sheriff	Telephone Services	1037504	90.98
FRONTIER	6400NOV15	12/02/2015	340-3400-43210 - Telephone Services	Jail District-Jail	Telephone Services	1037504	248.80
FRONTIER	6400NOV15	12/02/2015	100-0405-43210 - Telephone Services	General Fund-Human Resources	Telephone Services	1037505	24.14
FRONTIER	6400NOV15	12/02/2015	100-0463-43210 - Telephone Services	General Fund-BOS - District III	Telephone Services	1037505	24.14
FRONTIER	6400NOV15	12/02/2015	100-1100-43210 - Telephone Services	General Fund-Information Technology Service	Telephone Services	1037505	48.28
FRONTIER	6400NOV15	12/02/2015	100-2200-43210 - Telephone Services	General Fund-Communications	Telephone Services	1037505	24.14
FRONTIER	6400NOV15	12/02/2015	100-2800-43210 - Telephone Services	General Fund-Community Development	Telephone Services	1037505	48.28
FRONTIER	6400NOV15	12/02/2015	100-3500-43210 - Telephone Services	General Fund-Recorder	Telephone Services	1037505	72.41
FRONTIER	6400NOV15	12/02/2015	100-3900-43210 - Telephone Services	General Fund-Adult Probation	Telephone Services	1037505	362.07
FRONTIER	6400NOV15	12/02/2015	212-5100-43210 - Telephone Services	General Fund-Sheriff	Telephone Services	1037505	289.66
FRONTIER	6400NOV15	12/02/2015	212-5122-43210 - Telephone Services	Health Services-Health Services	Telephone Services	1037505	289.66
FRONTIER	6400NOV15	12/02/2015	212-5127-43210 - Telephone Services	Health Services-Injury Prevention	Telephone Services	1037505	289.66
FRONTIER	6400NOV15	12/02/2015	212-5128-43210 - Telephone Services	Health Services-Teen Pregnancy Prevention	Telephone Services	1037505	289.66
FRONTIER	6400NOV15	12/02/2015	212-5130-43210 - Telephone Services	Health Services-AZNN Grant Exp.	Telephone Services	1037505	289.66
FRONTIER	6400NOV15	12/02/2015	212-5350-43210 - Telephone Services	Health Services-Immunization	Telephone Services	1037505	289.66
FRONTIER	6400NOV15	12/02/2015	212-5350-43210 - Telephone Services	Health Services-Tobacco Prevention	Telephone Services	1037505	289.66
FRONTIER	6400NOV15	12/02/2015	212-5645-43210 - Telephone Services	Health Services-Smoke Free AZ	Telephone Services	1037505	289.66
FRONTIER	6400NOV15	12/02/2015	212-5655-43210 - Telephone Services	Health Services-Health Start	Telephone Services	1037505	289.66
FRONTIER	1196NOV15	12/02/2015	205-4700-43890 - Other Rentals	Health Services-Focus A Plan (PHEP)	Telephone Services	1037505	72.41
FURMAN, EILEEN	112415	12/02/2015	212-5122-41220 - Food Supplies	Roads-Roads Ganado	Other Rentals	1037506	216.87
GALL'S INC	8C0210668	12/02/2015	240-3400-41000 - Supplies	Health Services-Injury Prevention	FOOD SUPPLIES	1037507	64.17
GALL'S INC	8C0212868	12/02/2015	100-3900-41280 - Clothing Uniforms Safety	Jail Enhancement-Jail	Holsters and Gun Lights	1037508	869.91
GALL'S INC	8C0212868	12/02/2015	100-3900-41280 - Clothing Uniforms Safety	General Fund-Sheriff	Clothing, Uniforms, Safety	1037508	121.99
GALLUP BLUEPRINT	33671	12/02/2015	100-3900-41280 - Clothing Uniforms Safety	General Fund-Sheriff	Clothing, Uniforms, Safety	1037508	126.46
GALLUP LUMBER & SUPPLY	565026	12/02/2015	205-4800-41111 - Safety Supplies	Roads-Roads Chino	Clothing, Uniforms, Safety	1037508	126.46
GFOAZ	20168P	12/02/2015	100-4700-41310 - Building and Grounds Supplies	Roads-Roads Ganado	safety vest	1037509	1,580.37
GFOAZ	20165A	12/02/2015	100-1400-47930 - Dues and Memberships	General Fund-Finance	November Blanket	1037510	189.66
GFOAZ	201658	12/02/2015	100-1400-47930 - Dues and Memberships	General Fund-Finance	Dues and Memberships	1037511	60.00
HIGH 5 DESIGN	AC24251	12/02/2015	100-3500-41000 - Supplies	General Fund-Finance	Dues and Memberships	1037511	60.00
HIGH 5 DESIGN	111915A	12/02/2015	340-3400-41000 - Supplies	General Fund-Adult Probation	Dues and Memberships	1037512	114.59
HILL AZ GROCERY STORE	113015	12/02/2015	340-3400-43900 - Repairs and Maintenance	General Fund-Adult Probation	Supplies	1037512	114.59
HILL AZ GROCERY STORE	384	12/02/2015	202-8000-41300 - Repair and Maintenance Supplies	Jail District-Jail	Repairs and Maintenance	1037513	1.07
HILL AZ GROCERY STORE	478	12/02/2015	202-8000-41300 - Repair and Maintenance Supplies	County Library-Apache County Library	Repairs and Maintenance	1037513	9.80
HILL AZ GROCERY STORE	481	12/02/2015	202-8000-41300 - Repair and Maintenance Supplies	Jail District-Jail	Repairs and Maintenance	1037513	74.16
HILL AZ GROCERY STORE	111015	12/02/2015	100-1500-41310 - Building and Grounds Supplies	County Library-Apache County Library	Repair and Maintenance Supplies	1037513	16.34
HILL AZ GROCERY STORE	111215C	12/02/2015	100-1500-41310 - Building and Grounds Supplies	General Fund-Grounds and Maintenance	Repair and Maintenance Supplies	1037513	21.78
HILL AZ GROCERY STORE	111715B	12/02/2015	100-1500-41310 - Building and Grounds Supplies	General Fund-Grounds and Maintenance	Building and Grounds Supplies	1037514	10.91
HILL AZ GROCERY STORE	111715C	12/02/2015	100-1500-41310 - Building and Grounds Supplies	General Fund-Grounds and Maintenance	Building and Grounds Supplies	1037514	13.08
HILL AZ GROCERY STORE	112315	12/02/2015	100-1500-41310 - Building and Grounds Supplies	General Fund-Grounds and Maintenance	Building and Grounds Supplies	1037514	21.81
HILL AZ GROCERY STORE	112315A	12/02/2015	100-1500-41310 - Building and Grounds Supplies	General Fund-Grounds and Maintenance	Building and Grounds Supplies	1037514	15.98
HILL AZ GROCERY STORE	112315B	12/02/2015	100-1500-41310 - Building and Grounds Supplies	General Fund-Grounds and Maintenance	Building and Grounds Supplies	1037514	8.72
HILLYARD INC	601865672	12/02/2015	202-8000-41250 - Cleaning and Sanitation Supplies	General Fund-Grounds and Maintenance	Building and Grounds Supplies	1037514	9.26
HUBBELL ROCHELLE	112315	12/02/2015	212-5645-41000 - Supplies	County Library-Apache County Library	Cleaning and Sanitation Supplies	1037515	337.67
HUBBELL ROCHELLE	608416873	12/02/2015	212-5645-41000 - Supplies	Health Services-Teen Pregnancy Prevention	Buildings-Rental	1037515	200.00
IMPACT TELECOM	608416873	12/02/2015	100-1800-43210 - Telephone Services	Health Services-Health Start	Supplies	1037516	26.91
IMPACT TELECOM	608416873	12/02/2015	100-3700-43210 - Telephone Services	Health Services-Health Start	Supplies	1037517	71.78
IMPACT TELECOM	608416873	12/02/2015	202-8000-43210 - Telephone Services	General Fund-J.P. - Puerto	Telephone Services	1037518	89.11
INGRAM LIBRARY SERVICES	90287021	12/02/2015	202-8000-49071 - Library Media	General Fund-Adult Probation	Telephone Services	1037518	6.35
INGRAM LIBRARY SERVICES	90287022	12/02/2015	202-8000-49071 - Library Media	County Library-Apache County Library	Telephone Services	1037518	6.31
INGRAM LIBRARY SERVICES	90287023	12/02/2015	202-8000-49071 - Library Media	Roads-Roads Puerto	Telephone Services	1037518	58.28
INGRAM LIBRARY SERVICES	90302445	12/02/2015	202-8000-49071 - Library Media	County Library-Apache County Library	Library Media	1037519	22.93
INGRAM LIBRARY SERVICES	90302446	12/02/2015	202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Library Media	1037519	68.47
INGRAM LIBRARY SERVICES	90302447	12/02/2015	202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Library Media	1037519	22.93
INGRAM LIBRARY SERVICES	90302448	12/02/2015	202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037519	85.54
INGRAM LIBRARY SERVICES	90302449	12/02/2015	202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037519	8.98
INGRAM LIBRARY SERVICES	90302450	12/02/2015	202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037519	22.71
INGRAM LIBRARY SERVICES	90302451	12/02/2015	202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037519	48.42
INGRAM LIBRARY SERVICES				County Library-Apache County Library	Books and Periodicals	1037519	125.71
INGRAM LIBRARY SERVICES				County Library-Apache County Library	Books and Periodicals	1037519	70.70

Vendor Name	Invoice Number	G/L Date	GL Account	Full Org. Sct Description	Invoice Description	Check Number	Transaction Amount
INGRAM LIBRARY SERVICES	90302452	12/02/2015	202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037519	15.99
JEFFERY R LESJOUR MD	9856808272139	12/02/2015	340-3400-44460 - Medical	Jail District-Jail	MEDICAL	1037520	373.00
JENSON, STEVEN E	1207115A	12/02/2015	100-1500-43310 - Travel and Training Expense	General Fund-Assessor	Travel and Training Expense	1037521	835.75
JOHNSTONE SUPPLY	138186	12/02/2015	100-1500-43900 - Repairs and Maintenance	General Fund-Grounds and Maintenance	Boilers	1037522	699.80
JONES AUTO & TIRE SERVICE	8297	12/02/2015	100-2800-43910 - Automotive Repairs and Maint	General Fund-Recorder	automotive repair and maint	1037523	56.00
KATHLEEN M MCGUIRE PSYD LLC	NOVEMBER2015	12/02/2015	289-3510-43100 - Professional Services	Community Punishment-Sex Offender	Professional Services	1037524	2,590.00
KELLER, CLETA	113015	12/02/2015	212-5100-41114 - Special Event Expenses	Health Services-Health Services	ADVANCE	1037525	100.00
KIMBALL EQUIPMENT COMPANY	113015	12/02/2015	212-5100-41220 - Food Supplies	Health Services-Health Services	ADVANCE	1037525	100.00
KIMBALL EQUIPMENT COMPANY	670912	12/02/2015	205-4300-43900 - Repairs and Maintenance	Roads-Limestone Pit	Repairs and Maintenance	1037526	100.00
KULBACK, SUSAN	671148	12/02/2015	205-4300-43900 - Repairs and Maintenance	Roads-Limestone Pit	Repairs and Maintenance	1037526	381.89
LAWSON PRODUCTS INC	112415	12/02/2015	202-8000-43310 - Travel and Training Expense	County Library-Apache County Library	Travel and Training Expense	1037527	31.20
LEXIS-NEXIS	9303681145	12/02/2015	205-4600-41310 - Building and Grounds Supplies	Roads-Roads St Johns	Building and Grounds Supplies	1037528	489.45
LEXIS-NEXIS	77424832	12/02/2015	100-2000-49070 - Books and Periodicals	General Fund-IP Round Valley	Books and Periodicals	1037529	58.70
LEXIS-NEXIS	77428722	12/02/2015	100-2020-49070 - Books and Periodicals	General Fund-Sheriff	Books and Periodicals	1037529	35.22
LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC	401477	12/02/2015	100-3900-49070 - Books and Periodicals	Family Counselling-Juvenile Probation	books	1037529	1,379.78
LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC	401477	12/02/2015	242-3700-43100 - Professional Services	Family Counselling-Juvenile Probation	Professional Services	1037530	530.00
LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC	401478	12/02/2015	242-3701-43100 - Professional Services	Family Counselling-Grant Match Spent	Professional Services	1037530	132.50
LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC	401478	12/02/2015	242-3700-43100 - Professional Services	Family Counselling-Grant Match Spent	Professional Services	1037530	285.00
MAXIAN ENTERPRISES	725	12/02/2015	242-3701-43100 - Professional Services	General Fund-Jury Fees and Expenses	Printing and Binding	1037530	71.25
MAXIAN ENTERPRISES	726	12/02/2015	100-3050-43500 - Printing and Binding	General Fund-Jury Fees and Expenses	Supplies	1037531	341.07
MAXIAN ENTERPRISES	743	12/02/2015	100-3050-43500 - Printing and Binding	General Fund-Clerk of Superior Court	Printing and Binding	1037531	514.75
MAXIAN ENTERPRISES	744	12/02/2015	100-0700-41000 - Supplies	General Fund-Juvenile Probation	Supplies	1037531	704.46
MCI	7900NOV15	12/02/2015	100-3700-43210 - Telephone Services	Jail District-Jail	Telephone Services	1037531	66.45
MCKESSON MEDICAL SURGICAL	68443848	12/02/2015	340-3400-41010 - Medical Supplies and Drugs	Jail District-Jail	Medical Supplies and Drugs	1037532	38.47
MOUNTAIN COMFORT HEATING AND COOLING	1151113135	12/02/2015	340-3400-43900 - Repairs and Maintenance	Jail District-Jail	Repairs and Maintenance	1037533	111.98
NAPA	945930	12/02/2015	100-3900-49070 - Automotive Repairs and Maint	General Fund-Sheriff	automotive repair and maint	1037534	172.50
NATIONAL ASSOCIATION OF DRUG COURT PROFESSIONALS	201511118	12/02/2015	100-2900-43310 - Travel and Training Expense	General Fund-Superior Court	Travel and Training Expense	1037535	33.34
NAVAJO COUNTY	ACA0012	12/02/2015	100-0200-47910 - CT Costs and Investigations	General Fund-Attorney	CT Costs and Investigations	1037537	125.00
NAVAJO COUNTY	ACA0013	12/02/2015	100-0200-47910 - CT Costs and Investigations	General Fund-Attorney	CT Costs and Investigations	1037537	125.00
NAVAJO SANITATION INC	61589	12/02/2015	205-4700-43740 - Refuse Disposal	Roads-Roads Ganado	Refuse Disposal	1037537	125.00
NAVAJO TRIBAL UTILITY AUTHORITY	60028575NOV15	12/02/2015	205-4700-43710 - Electricity	Roads-Roads Ganado	Electricity	1037538	275.10
NAVAJO TRIBAL UTILITY AUTHORITY	60079783NOV15	12/02/2015	100-1500-43710 - Electricity	Roads-Roads Ganado	Electricity	1037539	17.12
NAVAJO TRIBAL UTILITY AUTHORITY	60159070NOV15	12/02/2015	100-1800-43710 - Electricity	Roads-Roads Ganado	Electricity	1037539	25.04
NAVAJO TRIBAL UTILITY AUTHORITY	60192005NOV15	12/02/2015	205-4700-43710 - Electricity	Roads-Roads Ganado	Electricity	1037539	48.59
NAVAJO TRIBAL UTILITY AUTHORITY	60192005NOV15	12/02/2015	205-4700-43720 - Butane	Roads-Roads Ganado	UTILITIES	1037539	395.83
NAVAJO TRIBAL UTILITY AUTHORITY	60192005NOV15	12/02/2015	205-4700-43730 - Water	Roads-Roads Ganado	UTILITIES	1037539	66.69
NAVAJO TRIBAL UTILITY AUTHORITY	60234604NOV15	12/02/2015	205-4700-43740 - Refuse Disposal	Roads-Roads Ganado	UTILITIES	1037539	70.54
NAVAJO TRIBAL UTILITY AUTHORITY	60275420NOV15	12/02/2015	100-3900-43710 - Electricity	General Fund-Sheriff	UTILITIES	1037539	42.57
NAVAJO TRIBAL UTILITY AUTHORITY	60279310NOV15	12/02/2015	202-8000-43710 - Electricity	County Library-Apache County Library	Electricity	1037539	101.81
NAVAJO TRIBAL UTILITY AUTHORITY	60279310NOV15	12/02/2015	205-4700-43710 - Electricity	Roads-Roads Ganado	Electricity	1037539	121.17
NEVES UNIFORMS & EQUIPMENT	60360091NOV15	12/02/2015	205-4400-43710 - Electricity	Roads-Roads Ganado	Electricity	1037539	104.30
NOODLE SOUP	ABU09802	12/02/2015	106-3900-41280 - Clothing Uniforms Safety	General Fund-Sheriff	Clothing, Uniforms, Safety	1037539	325.70
NOR-KEM DISTRIBUTORS INC	135686	12/02/2015	212-5122-41000 - Supplies	Health Services-Injury Prevention	Supplies	1037540	244.18
NORTHERN SAFETY COMPANY INC	53487	12/02/2015	100-0462-44980 - Aid to Other Entities	General Fund-BOS - District II	Refrigerator for Cottonwood Senior Center.	1037541	120.50
OCCUPATIONAL SAFETY SERVICES	901695569	12/02/2015	205-4700-41111 - Safety Supplies	Roads-Roads Ganado	Safety Supplies	1037542	1,906.53
OCCUPATIONAL SAFETY SERVICES	8530	12/02/2015	205-4400-43100 - Professional Services	Roads-Roads Ganado	Professional Services	1037543	1,072.40
OCCUPATIONAL SAFETY SERVICES	8530	12/02/2015	205-4500-43100 - Professional Services	Roads-Roads Round Valley	Professional Services	1037544	132.00
OCCUPATIONAL SAFETY SERVICES	8530	12/02/2015	205-4600-43100 - Professional Services	Roads-Roads St Johns	Professional Services	1037544	223.00
OCCUPATIONAL SAFETY SERVICES	8530	12/02/2015	205-4700-43100 - Professional Services	Roads-Roads Ganado	Professional Services	1037544	20.00
OFFICE DEPOT	8027453380001	12/02/2015	205-4800-43100 - Professional Services	Roads-Roads Chible	Professional Services	1037544	20.00
OVERDRIVE INC	1101089723	12/02/2015	100-1400-41000 - Supplies	General Fund-Finance	Supplies	1037544	20.00
PARRACK (HIGH COUNTRY AWARDS), BRIAN K	32413	12/02/2015	202-8000-49075 - Electronic Resources	County Library-Apache County Library	Electronic Resources	1037545	86.53
PENA, KERRY	110415R	12/02/2015	394-0200-41000 - Supplies	Attorney Divisions-Attorney	Supplies	1037546	351.53
PIMA COUNTY MEDICAL	180331N	12/02/2015	212-5655-43310 - Travel and Training Expense	Health Services-Focus A Plan (PHIEP)	Travel and Training Expense	1037548	83.82
PITNEY BOWES	162487	12/02/2015	202-8000-49070 - Books and Periodicals	County Library-Apache County Library	Books and Periodicals	1037549	12.76
PLATT DDS, RANDOLPH	7207640NV15	12/02/2015	212-3800-43170 - Autopsy	Health Services-Medical Examiner	AUTOPSY	1037550	316.63
PLATT DDS, RANDOLPH	111815	12/02/2015	205-4700-43850 - Other Rentals	Roads-Roads Ganado	Other Rentals	1037551	2,900.00
PLATT DDS, RANDOLPH	111815A	12/02/2015	340-3400-44460 - Medical	Jail District-Jail	MEDICAL	1037551	90.99
PLATT DDS, RANDOLPH	111815B	12/02/2015	340-3400-44460 - Medical	Jail District-Jail	MEDICAL	1037552	319.00
PLATT DDS, RANDOLPH	111915	12/02/2015	340-3400-44460 - Medical	Jail District-Jail	MEDICAL	1037552	303.00
PLATT DDS, RANDOLPH	111915A	12/02/2015	340-3400-44460 - Medical	Jail District-Jail	MEDICAL	1037552	284.00
PLATT DDS, RANDOLPH	111915B	12/02/2015	340-3400-44460 - Medical	Jail District-Jail	MEDICAL	1037552	206.00
PRAXAIR DISTRIBUTION INC	54207335	12/02/2015	205-4600-41310 - Building and Grounds Supplies	Roads-Roads St Johns	Building and Grounds Supplies	1037552	743.00
PRAXAIR DISTRIBUTION INC	54225697	12/02/2015	205-4600-41310 - Building and Grounds Supplies	Roads-Roads St Johns	Building and Grounds Supplies	1037553	69.00
PSYCHOLOGICAL AND CONSULTING SERVICES	31438	12/02/2015	100-2900-47910 - CT Costs and Investigations	General Fund-Superior Court	Building and Grounds Supplies	1037553	416.83
QUILL CORP	8949300	12/02/2015	212-5700-41000 - Supplies	Health Services-Environmental Health	Building and Grounds Supplies	1037554	158.14
QUILL CORP	8986141	12/02/2015	212-5701-41000 - Supplies	Health Services-Environmental Health, ADEQ	Supplies	1037555	400.00
						1037555	147.29
							89.83

Vendor Name	Invoice Number	G/L Date	GL Account	Full Inv Set Description	Invoice Description	Check Number	Transaction Amount
QUILL CORP	9371493	12/02/2015	100-3050-41000 - Supplies	General Fund-Jury Fees and Expenses	Supplies	1037555	19.39
QUILL CORP	9376327	12/02/2015	100-3050-41000 - Supplies	General Fund-Jury Fees and Expenses	Supplies	1037555	411.61
QUILL CORP	9420623	12/02/2015	100-3050-41000 - Supplies	General Fund-Jury Fees and Expenses	Supplies	1037555	54.45
QUILL CORP	9503886	12/02/2015	212-5701-41000 - Supplies	Health Services-Environmental Health, ADI&Q	Supplies	1037555	108.75
QUILL CORP	9552195	12/02/2015	212-5100-41000 - Supplies	Health Services-Health Services	Toner	1037555	418.90
QUILL CORP	9558191	12/02/2015	212-5100-41000 - Supplies	Health Services-Health Services	Toner	1037555	120.21
QUILL CORP	9585552	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	Supplies	1037555	155.36
QUILL CORP	9590027	12/02/2015	202-8000-41000 - Supplies	County Library-Apache County Library	Supplies	1037555	32.98
QUILL CORP	9590120	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	Supplies	1037555	35.89
QUILL CORP	9590248	12/02/2015	212-5100-41000 - Supplies	Health Services-Health Services	Supplies	1037555	25.50
QUILL CORP	9597821	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	Supplies	1037555	145.15
QUILL CORP	9624157	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	Supplies	1037555	81.19
QUILL CORP	9628304	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	Supplies	1037555	18.47
QUILL CORP	9657031	12/02/2015	100-0404-41000 - Supplies	General Fund-Board of Supervisors - MGR	Supplies	1037555	235.32
QUILL CORP	9665231	12/02/2015	100-0404-41000 - Supplies	General Fund-Board of Supervisors - MGR	Supplies	1037555	11.96
QUILL CORP	9711693	12/02/2015	100-0404-41000 - Supplies	General Fund-Board of Supervisors - MGR	Supplies	1037555	108.78
QUILL CORP	9803466	12/02/2015	100-0404-41000 - Supplies	General Fund-Board of Supervisors - MGR	Supplies	1037555	56.85
REDW LLC	115266	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	Supplies	1037555	163.15
RR DONNELLY	935397154	12/02/2015	100-1400-41000 - Supplies	General Fund-Finance	Professional Services	1037556	295.00
RUSH TRUCK CENTER	3000485630	12/02/2015	205-4700-43900 - Repairs and Maintenance	Roads-Roads Ganado	Repairs and Maintenance	1037557	292.36
SAFETY KLEEN	CN01476370	12/02/2015	205-4700-43740 - Refuse Disposal	Roads-Roads Ganado	Refuse Disposal	1037558	28.24
SALT RIVER PROJECT - SRP - MARS	6000026665	12/02/2015	370-0000-43100 - Professional Services	Flood Control-General	Professional Services	1037559	76.97
SANDVAL, PATRICK J	111215R	12/02/2015	205-4800-43310 - Travel and Training Expense	Roads-Roads Ganado	Travel and Training Expense	1037560	399.40
SANDOFF PASTEUR INC	905684038	12/02/2015	212-5130-41010 - Medical Supplies and Drugs	Health Services-Immunitization	REFER TO PD 2016 \$25	1037561	363.94
SHARP ELECTRONIC CORP	C172963521	12/02/2015	100-2000-49040 - Maintenance Agreements	General Fund-JP Round Valley	Maintenance Agreements	1037562	202.26
SHARP ELECTRONIC CORP	C173963521	12/02/2015	100-2020-49040 - Maintenance Agreements	General Fund-Springerville Magistrate	Maintenance Agreements	1037563	38.14
SHARP ELECTRONIC CORP	C173963521	12/02/2015	100-2020-49040 - Maintenance Agreements	General Fund-Eagar Magistrate	Maintenance Agreements	1037563	19.07
SIERRA PROPANE	26023	12/02/2015	202-8000-43720 - Butane	County Library-Apache County Library	Butane	1037564	219.48
SKY BLUE HVAC LLC	1384	12/02/2015	100-3900-43900 - Repairs and Maintenance	General Fund-Sheriff	Repairs and Maintenance	1037564	219.48
SPARKLETT'S WATER	12132105110115	12/02/2015	205-4700-43730 - Water	Roads-Roads Ganado	Water	1037565	336.00
SPARKLETT'S WATER	12132115110115	12/02/2015	205-4700-43730 - Water	Roads-Roads Ganado	Water	1037566	215.82
STANDARD ELECTRIC WHOLESALE LLC	40201	12/02/2015	202-8010-41300 - Repair and Maintenance Supplies	Roads-Roads Ganado	Water	1037566	34.90
STAPLES CREDIT PLAN	1432426311	12/02/2015	100-3700-41000 - Supplies	County Library-Buildings	Case of carbon monoxide detectors	1037567	740.18
STAPLES CREDIT PLAN	1432458521	12/02/2015	100-3500-41000 - Supplies	General Fund-Juvenile Probation	Supplies	1037568	18.49
STAPLES CREDIT PLAN	1432458521	12/02/2015	100-3700-41000 - Supplies	General Fund-Adult Probation	Supplies	200.71	200.71
STAPLES CREDIT PLAN	1432458521	12/02/2015	100-3500-41000 - Supplies	General Fund-Juvenile Probation	Supplies	1037568	200.71
STAPLES CREDIT PLAN	1434989721	12/02/2015	100-3700-46000 - Assets under \$5000	General Fund-Adult Probation	Assets under \$5000	1037568	141.43
STAPLES CREDIT PLAN	1434989721	12/02/2015	100-3700-46000 - Assets under \$5000	General Fund-Adult Probation	Assets under \$5000	1037568	141.43
STAPLES CREDIT PLAN	41753	12/02/2015	100-3500-41000 - Supplies	General Fund-Juvenile Probation	Supplies	1037568	159.27
TIP COMMUNICATIONS	41753	12/02/2015	100-3700-41000 - Supplies	General Fund-Juvenile Probation	Supplies	1037568	159.27
TIP COMMUNICATIONS	15166	12/02/2015	341-3700-43910 - Automotive Repairs and Maint	Juvenile Jail District-Juvenile Probation	Motor Vehicles	1037568	159.27
TRINITY SERVICES GROUP INC	1457300153	12/02/2015	340-3400-41220 - Food Supplies	Jail District-Jail	Radio: & Accessories	1037569	350.00
TRINITY SERVICES GROUP INC	1457300153	12/02/2015	340-3400-41220 - Food Supplies	Jail District-Jail	FOOD SUPPLIES	1037569	1,199.24
TRINITY SERVICES GROUP INC	1457300153	12/02/2015	340-3400-41220 - Food Supplies	Jail District-Jail	FOOD SUPPLIES	1037570	4,602.48
TRINITY SERVICES GROUP INC	1457300153	12/02/2015	340-3400-41220 - Food Supplies	Jail District-Jail	FOOD SUPPLIES	1037570	4,666.46
TRINITY SERVICES GROUP INC	1457300153	12/02/2015	340-3400-41220 - Food Supplies	Jail District-Jail	FOOD SUPPLIES	1037570	4,865.22
TSO, KENDRA A	111715R	12/02/2015	205-4700-43810 - Travel and Training Expense	Roads-Roads Ganado	Travel and Training Expense	1037570	4,957.69
UNITED PARCEL SERVICE	796625475	12/02/2015	100-0404-43230 - Postage	General Fund-Board of Supervisors - MGR	POSTAGE	1037571	52.00
UNIVERSAL FLEET CARD	2298147DEC15	12/02/2015	340-3400-41260 - Fuel Oil Diesel	Jail District-Jail	Fuel Oil/Diesel	1037572	400.00
UNIVERSAL FLEET CARD	NP45973321	12/02/2015	100-3900-41260 - Fuel Oil Diesel	General Fund-Sheriff	FUEL	1037573	552.23
UNIVERSAL FLEET CARD	NP45973321	12/02/2015	226-1300-41260 - Fuel Oil Diesel	Emergency Services-Emergency Services	FUEL	1037573	1,313.25
UNIVERSAL FLEET CARD	NP45973321	12/02/2015	205-4600-43900 - Repairs and Maintenance	Accent/Sheriff-program Income Federal	FUEL	1037573	200.27
UNIVERSAL FLEET CARD	NP45973321	12/02/2015	205-4600-43900 - Repairs and Maintenance	General Fund-Sheriff	FUEL	1037573	200.27
VALLEY AUTO PARTS	44114	12/02/2015	100-3900-43910 - Automotive Repairs and Maint	General Fund-Sheriff	automotive repair and maint	1037574	484.31
VALLEY AUTO PARTS	44755	12/02/2015	205-4600-43900 - Repairs and Maintenance	Roads-Roads St Johns	Repairs and Maintenance	1037574	47.38
VERITAS RESEARCH CONSULTING	VRCL42	12/02/2015	100-0400-43100 - Professional Services	General Fund-Board of Supervisors - Gen	Professional Services	1037574	166.88
VERIZON WIRELESS	9755658745	12/02/2015	205-4600-43210 - Telephone Services	Roads-Roads St Johns	Telephone Services	1037576	46.00
VERIZON WIRELESS	975567043	12/02/2015	100-3900-43210 - Telephone Services	Roads-Roads St Johns	Telephone Services	1037576	611.84
VERIZON WIRELESS	975567043	12/02/2015	340-3400-43210 - Telephone Services	General Fund-Sheriff	Telephone Services	1037576	503.95
VERNON DOMESTIC IMPROVEMENT	VERNUB00CT15	12/02/2015	202-8000-43730 - Water	Jail District-Jail	Water	1037577	60.31
WAL-MART COMMUNITY	3397	12/02/2015	317-3500-41000 - Supplies	County Library-Apache County Library	Supplies	1037578	19.15
WAL-MART COMMUNITY	5482	12/02/2015	317-3500-41000 - Supplies	Juvenile Jail District-Juvenile Probation	Supplies	1037578	59.15
WAL-MART COMMUNITY	819111105832	12/02/2015	202-8000-43740 - Refuse Disposal	Drug Court-Adult Probation	Supplies	1037578	88.07
WASTE MANAGEMENT OF AZ	75689050	12/02/2015	205-4700-41000 - Supplies	County Library-Apache County Library	Refuse Disposal	1037579	28.67
WAXIE SANITARY SUPPLY	46720	12/02/2015	100-3900-43310 - Travel and Training Expense	Roads-Roads Ganado	Supplies	1037580	251.09
WELLS FARGO BANK 1108	523842544	12/02/2015	100-3900-43310 - Travel and Training Expense	General Fund-Sheriff	Travel and Training Expense	1037581	111.15
WELLS FARGO BANK 1108	19778975	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	Supplies	1037581	60.45
WELLS FARGO BANK 1914	2768447	12/02/2015	340-3400-41280 - Clothing	Jail District-Jail	Supplies	1037582	38.90
WELLS FARGO BANK 1914	3066621	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	Clothing, Uniforms, Safety	1037582	167.98
WELLS FARGO BANK 1914	3066621A	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	Supplies	1037582	31.68
WELLS FARGO BANK 1914	3066621A	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	Supplies	1037582	59.95

Vendor Name	Invoice Number	G/L Date	G/L Account	Full Org Set Description	Invoice Description	Check Number	Transaction Amount
WELLS FARGO BANK 1914	423190966386	12/02/2015	226-1321-43310 - Travel and Training Expense	Emergency Services-Homeland Supplemental	Travel and Training Expense	1037582	866.88
WELLS FARGO BANK 1914	423190966512	12/02/2015	226-1321-43310 - Travel and Training Expense	Emergency Services-Homeland Supplemental	Travel and Training Expense	1037582	(144.46)
WELLS FARGO BANK 1914	423190966745	12/02/2015	226-1321-43310 - Travel and Training Expense	Emergency Services-Homeland Supplemental	Travel and Training Expense	1037582	54.01
WELLS FARGO BANK 1914	75280	12/02/2015	100-3900-47930 - Dues and Memberships	General Fund-Sheriff	Dues and Memberships	1037582	54.00
WELLS FARGO BANK 1914	8015056376964	12/02/2015	340-3400-47930 - Dues and Memberships	Jail District-Jail	Dues and Memberships	1037582	100.85
WELLS FARGO BANK 1914	TRP100076977	12/02/2015	226-1321-43310 - Travel and Training Expense	Emergency Services-Homeland Supplemental	Travel and Training Expense	1037582	250.00
WELLS FARGO BANK 1914	W435014010	12/02/2015	100-3900-47940 - Registrations	General Fund-Sheriff	Registrations	1037582	250.00
WELLS FARGO BANK 1914	120815A	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	Supplies	1037582	250.00
WELLS FARGO BANK 1914	111715R	12/02/2015	100-0404-43310 - Travel and Training Expense	General Fund-Board of Supervisors - MGR	Travel and Training Expense	1037582	208.69
WELLS FARGO BANK 1914	2NDQTR2015	12/02/2015	100-0404-43310 - Travel and Training Expense	General Fund-Board of Supervisors - MGR	Travel and Training Expense	1037582	336.85
WELLS FARGO BANK 1914	101315R	12/02/2015	100-0462-43310 - Telephone Services	General Fund-BO5 - District II	Telephone Services	1037584	13.01
WHITE MOUNTAIN PUBLISHING CO	111715R	12/02/2015	100-0462-43310 - Travel and Training Expense	General Fund-BO5 - District II	Travel and Training Expense	1037585	300.00
WHITE MOUNTAIN PUBLISHING CO	93446401	12/02/2015	100-1410-43400 - Advertising	General Fund-Grant Management	Travel and Training Expense	1037586	66.00
WHITE MOUNTAIN PUBLISHING CO	606226	12/02/2015	100-1410-43400 - Advertising	General Fund-Grant Management	Travel and Training Expense	1037586	91.00
WHITE MOUNTAIN PURIFIED WATER & ICE	606230	12/02/2015	212-5100-43730 - Water	Health Services-Health Services	ADVERTISING	1037587	37.74
WHITE MOUNTAIN PURIFIED WATER & ICE	606230	12/02/2015	100-3900-43730 - Water	General Fund-Sheriff	ADVERTISING	1037587	32.03
WHITE MOUNTAIN PURIFIED WATER & ICE	606230	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	WATER SUPPLIES	1037588	21.00
WHITE MOUNTAIN PURIFIED WATER & ICE	606230	12/02/2015	340-3400-41000 - Supplies	Jail District-Jail	WATER SUPPLIES	1037588	28.00
WHITE MOUNTAIN PURIFIED WATER & ICE	606230	12/02/2015	340-3400-43730 - Water	Jail District-Jail	WATER SUPPLIES	1037588	16.22
WHITE MOUNTAIN REGIONAL MEDICAL CENTER	10012567001CP	12/02/2015	340-3400-44460 - Medical	Jail District-Jail	WATER SUPPLIES	1037588	28.00
WHITE MOUNTAIN REGIONAL MEDICAL CENTER	10012567001EBD	12/02/2015	340-3400-44460 - Medical	Jail District-Jail	MEDICAL	1037588	28.00
WILLIAMS, ROBERT BARRY	101915R	12/02/2015	100-9100-43310 - Travel and Training Expense	Jail District-Jail	MEDICAL	1037589	151.89
WILLIAMS, ROBERT BARRY	111915R	12/02/2015	100-9100-43310 - Travel and Training Expense	General Fund-School Superintendent	Travel and Training Expense	1037589	502.78
WOODLAND BUILDING CENTER	A60279508	12/02/2015	202-8000-41300 - Repair and Maintenance Supplies	General Fund-School Superintendent	Travel and Training Expense	1037590	173.69
WOODLAND BUILDING CENTER	A60279523	12/02/2015	202-8010-41300 - Repair and Maintenance Supplies	County Library-Apache County Library	Travel and Training Expense	1037590	173.69
XEROX CORP	82118647	12/02/2015	205-4700-49040 - Maintenance Agreements	County Library-Buildings	Repair and Maintenance Supplies	1037591	163.88
YOUNGS FUTURE TIRE	T59654	12/02/2015	100-3900-41130 - Tires	Roads-Roads Ganado	Repair and Maintenance Supplies	1037591	28.39
YOUNGS FUTURE TIRE	T59578	12/02/2015	205-4600-41130 - Tires	General Fund-Sheriff	Annual Maintenance Agreement	1037592	7.07
YOUNGS FUTURE TIRE	T59732	12/02/2015	100-3700-41130 - Tires	Roads-Roads St Johns	TIRES	1037593	3,838.85
MCM ELEGANTE HOTEL	12172015	12/03/2015	205-4700-41112 - Safety Training	Roads-Roads St Johns	TIRES	1037593	473.72
BEGAY, SARAH MAE	1535534	12/03/2015	205-4700-41112 - Safety Training	General Fund-Juvenile Probation	TIRES	1037593	533.47
BEGAY, SARAH MAE	3191	12/03/2015	100-1500-43900 - Repairs and Maintenance	Roads-Roads Ganado	Rooms for Staff	1037594	1,561.99
BEGAY, SARAH MAE	3192	12/03/2015	100-1500-43900 - Repairs and Maintenance	Roads-Roads Ganado	Staff Training	1037594	316.68
BEGAY, SARAH MAE	3196	12/03/2015	100-1500-43900 - Repairs and Maintenance	General Fund-Ganado	Repairs and Maintenance	1037595	55.00
BEGAY, SARAH MAE	3197	12/03/2015	100-1500-43900 - Repairs and Maintenance	General Fund-Ganado	Repairs and Maintenance	1037595	45.00
BEGAY, SARAH MAE	3198	12/03/2015	100-1500-43900 - Repairs and Maintenance	General Fund-Ganado	Repairs and Maintenance	1037595	75.00
BEGAY, SARAH MAE	3204	12/03/2015	212-5100-43900 - Repairs and Maintenance	General Fund-Ganado	Repairs and Maintenance	1037595	75.00
BASHAS' CORPORATE OFFICE	73093	12/08/2015	100-0461-49940 - Expense Reimbursement	Health Services-Health Services	Repairs and Maintenance	1037595	40.00
				General Fund-BO5 - District I	Holiday Turkeys	1037595	55.00
						1037596	24,948.63

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

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

Request approval of minutes dated December 1, 2015

BOS Meeting Date Requested 12/15/15

Legal Review: N/A PRE-AGENDA ITEM REVIEW

Signature _____

Finance Review: N/A

Signature _____

Human Resources Review: N/A

Signature _____

Other Review: N/A

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials AW

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
December 1, 2015
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr., Vice Chairman Tom M. White, Jr. and Supervisor Barry Weller. Also present, County Manager/Clerk of the Board Delwin Wengert and Chief Deputy County Attorney Joseph Young.

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

George Walsh led the Pledge of Allegiance.

Ryan Patterson gave the invocation.

Chairman Shirley called for the Flood Control District items.

Ferrin Crosby, County Engineer, requested approval of funding renewal in the amount of \$22,400 per year for maintenance of flood warning gauges for fiscal year 2016 and 2017 located in southern Apache County. Mr. Crosby stated the gauges are located near the Wallow Fire burn area and recommend approval. **Mr. Weller moved approval, seconded by Mr. White.** Vote was unanimous.

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

Chairman Shirley called for the regular agenda items.

Erin Collins, Arizona Local Government Employee Benefit Trust (AZLGEBT), provided an update on the Wellness program and the implementation of Fitbits for eligible employees. No action was needed or taken.

Mr. Wengert presented the Consent items A-D and recommended approval. **Mr. White moved Approval of the Consent items A-D, seconded by Mr. Weller.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between November 17, to December 1, 2015. Payee Amount Shirley, Joe Junior 1,923.82 Rogers, Kent 1,133.61 Stradling, Reed 1,437.04 Redhouse, Francis 1,001.74 Farr, Damion 3,682.41 King, Walter Scott 1,188.23 Burbank, Lorenzo 1,076.77 APACHE COUNTY HAS 2,094.17 APACHE COUNTY MEDICAL 139,104.18 APACHE COUNTY TAX WITHHOLDING 131,895.54 AZ STATE RETIREMENT SYSTEM 88,697.76 COLONIAL LIFE AND ACCIDENT INS 1,378.20 CORRECTIONS OFFICER RET PLAN 5,936.26 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,676.31 NATIONWIDE 1,605.00 PUBLIC SAFETY PERSONNEL 401 10,971.63 PUBLIC SAFETY SHERIFF RET 44,188.79 SECURITY BENEFIT GROUP 1,141.00 SUPPORT PAYMENT

CLEARINGHOUSE 2,272.27 ADHS AZ HEALTH CARE COST 22,400.00
ALLEGRA 2,444.50 ARCHER MANUFACTURING 1,140.00 ASHTONS REPAIR INC
1,919.12 AVAYA COMMUNICATIONS 1,381.19 AZ BOILER COMPANY INC
3,722.93 AZ DEPT OF REVENUE 1,446.48 BLUE HILLS ENVIRONMENTAL
1,419.95 BRADCO 19,947.96 BUNTON, KELLY L 3,435.00 CATERPILLAR FINANCIAL
SERVICES CORPORATION 25,393.01 CDW GOVERNMENT LLC 1,084.12
CONSOLIDATED ELECTRICAL DISTRIBUTORS 2,846.25 CORONADO LAW FIRM
PLLC 1,281.50 CREATIVE MULTIMEDIA INC (CMI) 23,272.50 DAVID'S PROFESSIONAL
FIRE SYSTEMS INC 1,600.00 DIAMOND DRUGS INC 4,745.38 EBSCO SUBSCRIPTION
SERVICES 2,803.03 EMPIRE MACHINERY 4,655.51 FRONTIER 4,477.80 GALL'S INC
2,050.39 GMCO CORPORATION 47,440.71 GOLIGHTLY TIRE 2,245.69 GOODYEAR
AUTO SERVICE 1,497.21 HILLYARD INC 2,667.88 INGRAM LIBRARY SERVICES
3,051.02 KIMBALL EQUIPMENT COMPANY 39,120.49 LARKINS, PETER M 3,060.00
LAW OFFICE OF DIRK LEGATE PLLC 8,610.00 LIN CUM 4,838.08 LITTLE
COLORADO BEHAVIORAL HEALTH CENTERS INC 1,730.00 MINKUS 1,065.00
NAVAJO COUNTY 7,500.00 NAVAJO TRIBAL UTILITY AUTHORITY 1,704.30
NAVOPACHE ELECTRIC COOPERATIVE 23,044.15 OFFICE DEPOT 1,987.98
PATTERSON, DANA BRYCE 8,500.00 PIMENTEL CONTRACT CLEANING 6,600.50
PLATT DDS, RANDOLPH 10,148.00 QUILL CORP 4,124.47 REIDHEAD, BRANDY
2,855.00 REYES, KAREN 2,520.00 SANOFI PASTEUR INC 1,131.73 CHIFF, LAURENCE
1,500.00 SECURUS TECHNOLOGIES INC 4,662.37 ST JOHNS CITY 1,606.22
ST JOHNS CITY 11,530.67 ST JOHNS EMERGENCY SERVICES 1,406.99 TATES AUTO
CENTER 36,770.65 THOMSON REUTERS WEST 1,139.52 TJP COMMUNICATION
3,139.41 TOWN OF EAGAR 10,648.55 VERITAS RESEARCH CONSULTING 3,200.00
VERIZON WIRELESS 2,731.34 WALETA LAKE HAVASU CITY 2,400.00 WELLER,
BARRY GLEN 1,157.99 WESTERN EMULSIONS INC 2,818.71 WHITE MOUNTAIN
PERFORMANCE 1,018.35 WILLIAMS LAW GROUP PLLC 8,500.00 ALL PRO
TRANSMISSIONS 1,940.60 BERRY, CURTIS H 1,101.51 BRADCO 19,931.89
KATHLEEN M MCGUIRE PSY D LLC 2,125.00 NORCHEM DRUG TESTING
LABORATORY 1,364.50 RITCHIE BROS AUCTIONEERS 18,871.28 TJP
COMMUNICATIONS 1,244.88 CHEVRON USA INC 1,017.69 D & H PETROLEUM &
ENVIRONMENTAL SERVICES 1,150.00 DELL COMPUTER CORPORATION
2,508.56 ESCUDILLA INTERIORS 1,500.00 INGRAM LIBRARY SERVICES 3,107.46
J AND J TRUCK SERVICE INC 2,398.00 NAVAJO TRIBAL UTILITY AUTHORITY
1,012.62 NORTHLAND PIONEER COLLEGE 300,000.00 PACIFIC PONDEROSA CO INC
1,410.82 THE GUIDANCE CENTER 1,950.00 TYRONE T WHITE 1,028.13 TYRONE T
WHITE 1,028.12 VERITAS RESEARCH CONSULTING 1,800.00 WHITE RAVEN OF
ARIZONA LLC 2,627.38 Demands are payments made or to be made, by the County. Specific
details of the demands may be requested through the County public record request process. B.
Request approval of minutes dated November 17, 2015. Community Development: C. Request
approval for a Conditional Use Permit for SunState Towers to construct a 195' multi-carrier
wireless telecom lattice tower and equipment cabinets within a 50' x 50' chain link compound.
Property is located near Nutrioso, Arizona, parcel 102-23-002. The Planning and Zoning
Commission voted unanimous approval. Personnel Items: D. Human Resources: Request
approval to increase the hours of Administrative Assistant I, Juanita Clark from 20 per week to
30 hours per week. This action will add an additional cost of \$5,460.00 per year. Vote was

unanimous.

Mr. Wengert presented the item for approval of a Liquor License Application recommendation for Jon Dahl, Stanford General Store, #4 County Road 8235 in Concho. Mr. Wengert stated no protests were received. **Mr. Weller moved approval, seconded by Mr. White.** Mr. Dahl addressed the Board and stated the business has had a Class 10 for the past five years and is now requesting a Class 6 to be able to serve beverages on the property. Vote was unanimous.

Mr. Wengert presented the item for approval of the 2016 Board of Supervisors Meeting Dates. **Mr. White moved to approve the meeting schedule with the five meetings to be held up North. Mr. White stated people are happy there are meetings held in Ganado and Chinle. Mr. Weller seconded the motion for sake of purpose of discussion.** Mr. Weller stated this is an undue cost to the County to transfer so many different departments and personnel to conduct County business when the County seat is here in St. Johns and County business should be done in the County seat. Mr. Weller stated he will be opposing the parts of the meeting schedule that are translocated to the northern part of the County. Motion passed 2-1 with Mr. Weller voting nay.

Karen Houston, Human Resources Director, presented the item for approval of a modification to the Human Resources Policy Manual Sections 1.26 (Hiring of Relatives and Section 4.3 Conflict of Interest). Ms. Houston stated Section 1.26 adopts a new Personal Relationship section to the policy and Section 4.3 is being modified to be consistent with the new section. Ms. Houston stated this policy is an addendum to the nepotism policy and hiring of relatives in the same department is discouraged and relatives who work in the same department will have to disclose if they are hired. Ms. Houston was not feeling well and excused herself from the meeting. Mr. Wengert stated the County worked with the Arizona Counties Insurance Pool (ACIP) and the County Attorney's Office to develop the policy and is an extension of the nepotism policy that extends to employees who have a romantic or sexual relationship. Mr. Wengert stated the policy gives the guidelines on what happens in those instances and the employees have to report their relationship to their elected official or department head and then accommodations will try and be made to so it does not violate the nepotism policy. **Mr. White stated since this policy change is recommended by ACIP and the County Attorney, he moved approval, seconded by Mr. Shirley.** Mr. Weller stated he has concerns with the policy change on a very sensitive issue and there is some very loose language in the policy that has him concerned and even though ACIP has been involved in putting this together, he believes the loose language will set up the County for more litigation than protecting us from litigation. Mr. Weller outlined his concerns with who investigates and determines whether it is an inappropriate romantic relationship or just a friendship, and who is responsible to make judgement on those people who might just be friends having dinner and someone does not like them. Mr. Weller stated the policy could be more simply put in a manner that says the county stands in caution of romantic relationships that may affect the work environment and address documenting work issues and not give someone the ability to make a moral judgements and be investigated. Mr. Weller stated he suggests the policy just state it is the policy of the County that we would like romantic relationships not to interfere and refer them to the nepotism policy. Mr. Weller stated he would modify the motion to make it more simple and a less complex policy where we don't get into investigations. Mr. Weller stated he is also concerned with lack of equal application of policies throughout the

County because of the many different elected official levels and departments; some departments follow certain policies and some don't. Mr. Weller asked if this policy will be applied to every department, every elected officials and every employee in the County or does it apply only to certain individuals. Mr. Weller asked who will conduct the investigation and who does this policy apply to. Chairman Shirley asked Mr. Weller if he was making a motion to modify the motion. **Mr. Weller moved to table the item until the next meeting to have the policy simplified in a manner that is not so complex because in its present form, he cannot support it. Chairman Shirley called for a second to Mr. Weller's motion to table the item. Hearing no second, motion to table the item died for lack of a second.** Mr. Weller asked Mr. Shirley who he thinks should do the investigation and be the ultimate judge on the moral standards of our employees. Chairman Shirley stated he first wanted to clarify there is a still a motion and a second to approve the policy. Mr. Shirley stated in regard to Mr. Weller's question to him relative as to who should do the investigation, he believed the County Attorney, Department Heads and Supervisors would ask questions, the County Manager could also take on the job of investigating, so he feels it rests with the department heads. Chairman Shirley stated the sheriff's department could look into things in the case of a conflict but there is a myriad of supervisors and staff that could do the investigating. Mr. Weller asked Mr. Shirley if within an investigation, what is the standard that will be used for a romantic relationships. Mr. Shirley referred the question to Chief Deputy County Attorney, Joseph Young. Mr. Young responded as far as enforcement, the policy sets up rules but it does not set up enforcement so some kind of sexual investigative unit is a scary thought so that is why they specifically avoided that by placing the burden on the individual in the relationship with the higher title to self-report, so there is not necessarily an investigation unit set up, it is more a protection for the County for sexual harassment claims. Mr. Young stated if there is clear evidence there is a relationship going on, it is up to the departments to report that to Human Resources and move forward. Mr. Weller responded if the policy is being violated, will the employee be able to be terminated for having a romantic relationship inappropriately in a department. Mr. Young stated termination is a possibility so that is where the sexual harassment comes into play; that between two people in a relationship, the one that is the supervisor has the obligation and duty to report and to be reassigned. Mr. Young stated the policy allows reassignment first but that may not be realistic in every situation since there may not be a positions they could be reassigned to, so in that case, if the relationship is ongoing, it is up to the one in the supervisory position to resign in lieu of termination. Mr. Weller stated that still presents concern that by putting it on the onus of the employees to report it and then don't, and evidence appears to be significant, someone still has to take that evidence and do an investigation, utilizing some kind of standard and make a decision. Mr. Weller asked if that is the County Attorney's responsibility and if so, what is the standard for a romantic relationship. Mr. Young responded the romantic relationship is a sexual relationship and as far as enforcement of the policy, it would be the same as any employment issue, it would be Human Resources who may seek advice from the department head, elected officials or the County Attorney's office but the responsibility for employment issues rests on Human Resources. Mr. Weller asked if a romantic relationship is the same as a sexual relationship why is redundant in the policy. Mr. Young stated it is to avoid the defining of what sexual means to avoid having our county documents getting into specifics on sexual conduct. Mr. Young stated sexual conduct could be defined more specifically if that is desired by the Board but does not believe it is necessary; a sexual or romantic relationship beyond the County has meaning; it has meaning is court cases and is the specific definition given anywhere in language

so regardless of what the County determines a romantic or sexual relationship, it has meaning outside the County. Mr. Weller stated that is why he thinks we are opening ourselves for more litigation than we are protecting ourselves from. Mr. Weller asked Mr. Shirley who is held to this standard; is it every elected official and employee in the County or just certain employees that are held to the standard. Mr. Shirley responded that it is law and a rule that covers all staff, wherever people are working in County government. Mr. Weller stated he asked the question because nepotistic activity in certain departments has occurred in this county that has not been addressed due to the fact it was under an elected official and there has been history of some unequal application of the rules that we have so that is why he brought it up for discussion. Mr. Wengert stated if there is nepotism going on the County he would like Mr. Weller to send him something in writing giving him specific details about his statement so he can address it. Mr. Wengert stated all lawsuits against the County are handled by ACIP automatically and that being the case they have a lot of experience in the area and given that background, they wrote this policy to try and protect County individuals and the liability insurance pool. Mr. Wengert stated there is another section in the policy manual under Section 4.6, Employee Conduct, so that would also come into play in situations where a department head or elected official has to deal with this issue and there are lots of things in that section that would help them work through the problem. Mr. Weller responded the minutes will reflect that he stated historically there have been nepotistic activities that were not dealt with and he personally discussed that with Mr. Wengert in the past and Mr. Wengert told him that is under the elected officials and cannot go after that particular issue. Mr. Weller stated he will remind Mr. Wengert, in writing of some of those issues that they talked about in the past. Mr. Weller stated the County requested ACIP be involved in this; it was not something ACIP decided to do on their own and recommend to all the counties so it's not like there have been discussion about this policy around the State but he asked for documentation of the other counties that are doing this and who else has this particular policy and he hasn't received any of that information. Mr. Weller stated he didn't want it presented as something that is common already in every other jurisdiction because he hasn't seen evidence of that.

George Walsh, a resident of Vernon, stated possibly unintentional, there have been some misstatements have been said and in the Hounshell vs. Apache County case, elected officials, unless they agree, are not subject to the Human Resources Policy that is adopted by the Supervisors and until such time all the elected official agree they will fall under this policy he would ask the item be tabled because it only applies to those employees under the Board's purview. Mr. Walsh stated certain employees are held to a higher standard than others because there is no Human Resource Policy that affects elected officials, as proven with the Hounshell case.

The motion to approve the amendments to the Human resources Policy passed 2-1 with Mr. Weller voting nay.

District III Supervisor Barry Weller requested an update on current status of the Medical Marijuana Ordinance because of comments made at a previous meeting. Mr. Weller provided an overview of the timeline of the Medical Marijuana issue by the Planning and Zoning Commission and the Board of Supervisors. Mr. Weller stated he would like some explanation as to why the amendment to the ordinance has not come before the Board and is back on the

Agenda for the Planning and Zoning Commission meeting to be held on December 3, 2015. Mr. Weller stated according to A.R.S. 11-802J4, every issue associated with any action by the Planning and Zoning Commission should be brought before the Board for discussion to give due process for any applicant who might want something done, a second chance. Mr. Weller stated he is requesting an update from staff on why it is not before the Board of Supervisors. Mr. Ollerton stated he received an application from a person wanting to put in a commercial marijuana grow site in the County and the current ordinance only allows 2000 square feet of indoor commercial grow and the applicant wanted a much larger 40 acres of commercial grow so an amendment was put together for the Ordinance and in January. Mr. Ollerton stated in February, 2015, the amendment was put before the Board of Supervisors and there was discussion about some of the items in the ordinance and the Board of Supervisors tabled the item. Mr. Weller stated the Board did not table the item; the Chairman tabled the item with no vote by the Board. Mr. Shirley stated the point was, the item was tabled. Mr. Ollerton stated the direction he received from the County Attorney based on the comments from the Board that the changes were drastic enough that they needed to go back to the Planning and Zoning Commission. Mr. Ollerton stated in April, 2015, because of the delay the applicant no longer had an interest in growing in Apache County so once the Planning and Zoning approved it in April, and set a meeting in May and recalls there were several Board members and the County Attorney out of town and the attorney had questions he needed some answers to so it was tabled at that meeting. Mr. Weller stated the minutes he read, there was a vote on that by the Commission to move it on to the Board. Mr. Weller stated there was only one question that was to be answered and when he sees legal approval on the agenda for the Board he presumed that answer was made and would be available for the Board. Mr. Weller stated his remembrance and research by the activities of the Planning and Zoning Commission was there was a vote to put it before the Board of Supervisors with one answer still needed from the County Attorney's Office. Mr. Ollerton stated the current status of the ordinance is it is scheduled to go before the Planning and Zoning Commission on Thursday, December 3, 2015 with a public hearing. Mr. Weller asked the County Attorney to comment on why A.R.S. 11-802J4 is not being followed through on this specific item. Chief Deputy County Attorney Joseph Young, stated he believes Mr. Weller is referring to a statute that states issues that go to the Planning and Zoning Commission then go to the Board for action. Mr. Young stated he disagrees with Mr. Weller's interpretation of that statute but having said that; he thinks it is the Board of Supervisors' prerogative to demand every vote, even yea or nay votes from the Commission to then come to the Board. Mr. Young stated in this specific issue, he spoke with Mr. Ollerton and because it is already before the Planning and Zoning Commission, that vote will come to the Board as well as record of the previous vote. Mr. Young stated as far as the County Attorney's Office is concerned there are still legal issues with the previous drafts and though Deputy Attorney Misbach was at the Planning and Zoning meeting, there were still certain issues that may have been overlooked that may be problematic and didn't want the Board to be confronted with the decision to approve/disapprove an ordinance that the Attorney's office didn't feel was fully legal. Mr. Young stated the Board of Supervisors will be given both versions before them when the time comes. Mr. Weller stated he appreciated Mr. Young's compassion and protection of the Board because he would hate the Board to have to look at something before the attorney's office approved it but that is not the way the statute reads as he sees it and since Mr. Young disagrees with his interpretation, to provide the Board with a written opinion that shows how he can ignore that particular statute legally, since it says the Commission shall transmit all recommendations, decisions, findings, reports and official

actions regardless of vote to the Board of Supervisors. Mr. Weller stated he does not see any reference to the County Attorney's Office so he would like a written opinion for the Board on how to bypass that particular statute and do what is being done and once he gets that opinion, he believes that item should come back before the Board of Supervisors before it goes back to the Planning and Zoning Commission. Mr. White stated Supervisor Weller is requesting from legal counsel and that request should not be made by an individual and should be made by the Board. Mr. Weller stated he is requesting it from the County Attorney's Office and if he doesn't get it from them he will request it from the Attorney General. Mr. Weller stated we are members of a public body, and just like a commissioner, can ask the County Attorney for advice as any member of the Board of Supervisors and would hope the Board members are concerned enough to want an understanding of the issue, but he believes he has that authority as a Board member, as an elected official, to request the County Attorney's Office provide an opinion on such an issue and if they choose not to he will look elsewhere for that opinion. Mr. Shirley stated we have staff in place and an attorney to address the issues so he will wait until it comes before the Board and deal with it at that time. Chairman Shirley stated there will be a public hearing on the issue before the Planning and Zoning Commission on Thursday, December 3, 2015 and they will take action and then it will come before the Board of Supervisors for action.

Mr. Wengert presented notification of the Small Counties Forum on December 9, 2015 at 5:30 p.m. at the County Supervisors Association (CSA) building, 1905 W. Washington Street, in Phoenix, and the County Supervisors Association meeting on December 10, 2015 at 10:00 a.m. at the CSA building, 1905 W. Washington Street, in Phoenix where two or more members of the Apache County Board of Supervisors may be in attendance.

Chairman Shirley opened the floor for call to the public.

George Walsh, a resident of Vernon, Arizona stated in reference to the marijuana issue, he was the commissioner that asked for that legal opinion, it was not asked to be directed to the Board, it was asked to be brought back either provide to him to the Commission as a whole and if you read the minutes that what it says. Mr. Walsh stated there was no legal opinion ever issued to the commissioner related to what was requested and does not believe the legal opinion was ever presented to the Board of Supervisors and believed the current ordinance is in excess of what is allowed by state statute because you are exceeding the powers of what is granted to the Board.

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

Approved this 15th day of December, 2015.

Joe Shirley, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager's Office

Date/Signature:

12/15/15



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

Request approval to ^{modify} ratify the 2016 Board of Supervisors meeting schedule.

BOS Meeting Date Requested

12/15/15

PRE-AGENDA ITEM REVIEW

Legal Review:

N/A

Signature

Finance Review:

N/A

Signature

Human Resources Review:

N/A

Signature

Other Review:

N/A

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

dm

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

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

BARRY WELLER
MEMBER 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

PUBLIC NOTICE

Apache County Board of Supervisors, Flood Control District, Library District, Public Health Services District, Jail District and the Juvenile Jail District meetings are normally held the first and third Tuesday of each month in the Board of Supervisors meeting room, at 8:30 a.m. at the County Annex Building, 75 West Cleveland Street, St. Johns, Arizona with the exception of the following meetings: Monday, August 1, and Monday, August 15, 2016 and at the following locations *February 2, *April 5, & *October 4, 2016, which will be held at the Ganado Road Yard Conference Room, Highway 264, Mile Marker 446.8, Ganado, Arizona as well as **June 7, and ** September 6, 2015, which will be held at the Chinle Road Yard, located 50 yards South of Old Mustang Store, Highway 191, Chinle, Arizona. Agendas are available in the County Manager's Office at least twenty-four (24) hours prior to each meeting and on the County website at co.apache.az.us

TUESDAY, JANUARY 5, 2016

TUESDAY, JANUARY 19, 2016

*TUESDAY, FEBRUARY 2, 2016

TUESDAY, FEBRUARY 16, 2016

TUESDAY, MARCH 1, 2016

TUESDAY, MARCH 15, 2016

*TUESDAY, APRIL 5, 2016

TUESDAY, APRIL 19, 2016

TUESDAY, MAY 3, 2016

TUESDAY, MAY 17, 2016

**TUESDAY, JUNE 7, 2016

TUESDAY, JUNE 21, 2016

TUESDAY, JULY 5, 2016

TUESDAY, JULY 19, 2016

MONDAY, AUGUST 1, 2016

MONDAY, AUGUST 15, 2016

**TUESDAY, SEPTEMBER 6, 2016

TUESDAY, SEPTEMBER 20, 2016

*TUESDAY, OCTOBER 4, 2016

TUESDAY, OCTOBER 18, 2016

TUESDAY, NOVEMBER 1 2016

TUESDAY, NOVEMBER 15, 2016

TUESDAY, DECEMBER 6, 2016

TUESDAY, DECEMBER 20, 2016

Notice of all regular and special meetings will be posted at least twenty-four (24) hours prior to the meetings at the County Courthouse and the County Annex Building, St. Johns, Arizona and on the county website at co.apache.az.us.

DATE OF POSTING

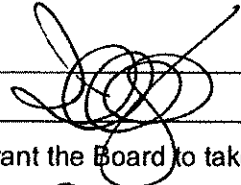
DELWIN WENGERT
COUNTY MANAGER/CLERK

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

4-10-10-10-10-10

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

Apache County District II



Date/Signature: December 7, 2015

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

Purchase turkeys or Ham for the 3 following Senior Centers:
1) Ganado
2) Tsalle / Wheatfields
3) Nazlini

Amount NOT to exceed \$ 2,000.00

BOS Meeting Date Requested December 15, 2015

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Rodger Dahozy/Assessor and Steve Jenson/Chief Deputy Assessor

Date/Signature: 12/7/2015

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

We are asking the Board of Supervisors to extend the temporary employment of Holly Bond from 12/3/2015 to the end of the fiscal year. The Annual Notice of Value will be mailed out at the end of January and the office and phone inquiries will increase during this time requiring the need for Holly Bond. We also have a need for coverage during Jessica Krebs maternity leave from approximately the middle of April thru the end of May. Holly Bond has been an asset to this office, providing excellent customer service, the willingness to learn and a positive attitude towards her peers as well as the public.

BOS Meeting Date Requested 12/15/2015

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature  _____

Human Resources Review: _____

Signature  _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials 

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Barry G. Weller, District III

Date/Signature:

12/3/15 *[Signature]*

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

Recognition of Bobby Fite & Kay Hauser for their service to District III on the Planning & Zoning Commission and notification of the appointment of Brad Peterson and Terry Smith to the Planning & Zoning Commission to fill the vacancies created by their term expirations. Mr. Peterson's term shall commence on 01/01/16 and Mr. Smith's on 01/09/2016.

Mr. George Walsh's appointment as an alternate for District III, and other Districts if requested, remains in effect to ensure that quorum requirements are met.

BOS Meeting Date Requested 12-15-15

PRE-AGENDA ITEM REVIEW

Legal Review: Not Applicable

Signature _____

Finance Review: Not Applicable

Signature _____

Human Resources Review: Not Applicable

Signature _____

Other Review: Not Applicable

Signature _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: December 8, 2015

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

Consideration and possible approval to appoint Kay Hauser to represent District II, effective January 01, 2016 and appoint Bobby Fite to represent District I, effective January 09, 2016 on the Planning and Zoning Commission

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



APACHE COUNTY COMMUNITY DEVELOPMENT
P. O. Box 238
St. Johns, Arizona 85936
Phone: (928) 337-7527

MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: MILTON OLLERTON
SUBJECT: APPOINTMENT OF PLANNING AND ZONING COMMISSIONERS
DATE: 12/8/15
CC:

There is currently two vacancies on the Planning and Zoning Commission, one from each district I and II. The Community Development Department continues to advertise in the newspaper the opportunity to send a letter of interest in serving on the Commission. Receiving only two letters to date, the Community Development Department would recommend the reappointment of Kay Hauser to represent District II, effective January 01, 2016 and the reappointment of Bobby Fite to represent District I, effective January 09, 2016. Both have served consistently and diligently on the Commission for the last four years. They attend the meetings and participate in the activity of the Planning and Zoning Commission.

Please accept my sincere appreciation regarding the Planning and Zoning Commission and your support with this appointment. If you have further questions, please contact me at (928) 337-7547.

December 1, 2015

**Honorable Tom White
Apache County Board of Supervisors
Apache County, Arizona**

For the past several years, I have served on the Apache County Planning & Zoning Commission. My four year term expires December 31, 2015.

I submit to you a request to be reappointed for another four year term. As I have served, it has been my goal to help grow and prosper Apache County to the benefit of all its residents.

My family has lived in St Johns 50+ years, therefore a long time resident of Apache County.

I am grateful for the service you have given to Apache County, and commend you for making every effort to consider and make good decisions for both the Northern and Southern parts of Apache County. You have contributed greatly to the benefit all county residents.

Thank you for your consideration of this appointment.

Sincerely,



**Kay Hauser
St Johns, Arizona
928 521 5115**

December 8, 2015

RE: Letter of Interest

To Whom It May Concern;

I wish to express my interest in remaining on the P&Z commission. I recently received a letter of dismissal from the Supervisor of District III, Mr. Barry Weller, and wish to reapply as a commissioner for your district. My family and I have been residences of Apache County, residing in Alpine, since the 1940's and are very concerned in the affairs of this great county. I have been a member of the P&Z Commission for several years now and feel that there needs to be continued meets and bounds within the commission.

I look forward to meeting with you and answering any questions you may have.

Thank you for your time and consideration.

Sincerely,

Bobby Fite
(928) 965-5613

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

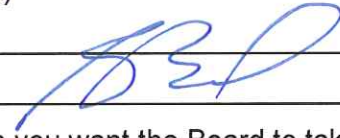
date/time stamp

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

County Manager's Office _____

Date/Signature: _____

12/1/15



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

Discussion and selection of the Chairman and Vice Chairman of the Board of Supervisors for 2016.

BOS Meeting Date Requested 12/15/15

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager's Office

Date/Signature:

12/1/15 [Signature]

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

Discussion and possible appointment of a Board member to the Legislative Policy Committee for the County Supervisors Association.

BOS Meeting Date Requested 12/15/15

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

[Signature]

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Doyel Shamley

Date/Signature: See attached email

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

Doyel Shamley, Natural Resources Liaison: Discussion and possible approval of the Apache-Sitegreaves Forest Plan Appeal from Apache County.

BOS Meeting Date Requested 12/15/15

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Beth Bond

From: Doyel <doyel@veritasresearchconsulting.com>
Sent: Wednesday, December 02, 2015 1:38 PM
To: Beth Bond
Subject: Agenda item for December 15th
Attachments: ASNF Land Management Plan Appeal_ver.6_01Dec15.doc

Hello Beth,

I just spoke with Delwin about an agenda item for the next BOS meeting, so he asked me to reach out to you since he's gone today.

Attached is an appeal submission to the USFS, for the proposed Forest Plan, to be considered for a vote.

The agenda item could be something like, "Apache-Sitgreaves Forest Plan Appeal from Apache County", or something thereabouts.

Thanks!
Doyel

December 4, 2015

USDA Forest Service
Attn: Appeal Reviewing Officer
1400 Independence Ave., SW
EMC-LEAP, Mailstop 1104
Washington, DC 20250

Subject: Appeal of the August 2015 decision made for the management of the Apache-Sitgreaves National Forest, pursuant to the July 2013 “Optional Appeal Procedures Available during the Planning Rule Transition Period”¹.

Dear Appeal Reviewing Officer:

The Apache County Board of Supervisors respectfully requests your review and consideration of our appeal of the Apache-Sitgreaves National Forest (ASNF) revised management decision, plan and Final Environmental Impact Statement contained in the following (hereinafter collectively referred to as “Planning Record”):

Record of Decision (“ROD”) for the Apache-Sitgreaves National Forest Land Management Plan (MB-R3-01-09), dated August 2015;

Land Management Plan for the Apache-Sitgreaves National Forest (“Plan”) (MB-R3-01-10) dated August 2015;

Apache-Sitgreaves National Forest Land Management Plan, Programmatic Final Environmental Impact Statement (FEIS”) (MB-R3-01-11) dated August 2015;

Specialist Reports and other documents produced or used to complete the latest Apache-Sitgreaves National Forest planning.

This appeal is submitted as a means of bringing the future management of the ASNF more in line with the needs of the majority of citizens who live, work and recreate in Apache, Coconino, Greenlee, and Navajo Counties in Arizona.

A number of environmental groups in Arizona have made an effort to influence the development of future management direction for the ASNF, however the vast majority of local citizens and the visitors who come to enjoy the many recreational opportunities found on the Forest are not in agreement with the future management direction found in the ROD and Plan. The Apache County Board of Supervisors (“Apache County”) has invested considerable time and money in reviewing and assessing the large volume of information during this planning process. We offer the following comments and points of appeal in an effort to ensure that the needs of the humans who rely on the Forest for work and recreation are fairly represented in the Plan, as is required by law.

¹ Accessed 12/01/15 <http://www.fs.fed.us/emc/applit/includes/201307PlanAppealProceduresDuringTransition.pdf>

COMMENTS

Contents

General.....	Error! Bookmark not defined.
Appeal Issues	4
Issue 1: Motor Vehicle Use Restrictions.....	4
Issue 2: Designation of land use restrictions not authorized under current law or regulation. ...	5
Issue 3, The updated Plan does not comply with the Clean Water Act	6
Issue 4: The updated Plan does not comply with the Clean Air Act.....	9
Issue 5: The Plan fails to address the impacts of increased primitive recreation.....	10
Issue 6: The updated Plan fails to adequately address or deal with economic impacts	12
Conclusion:	13

Overall:

Issue: The Plan has failed to achieve its intended purpose

It is obvious that little if any effort was made to make the information presented in the ASNF Land Management Planning process understandable to the general public. The entire record for the planning process is so filled with agency jargon and the latest politically correct terminology that only a few highly involved elite planners could decipher what is meant by what is presented. It is doubtful that even the majority of Forest Service employees on the ASNF could explain the meaning of much of what is presented.

Figure 1 (right) clearly shows that the Forest Service once knew what it was that the agency was created to provide for the public, and that the agency could communicate its mission to the public very well. However, when reviewing the record for the revised Plan it is not clear what the agency is looking to accomplish in the near future, other than making planning documents the most idealistic and politically correct documents ever written.

The revised Planning Record is loaded with idealistic, judgmental and politically correct statements that serve to confuse rather than to clarify. Examples include but are not limited to the following:

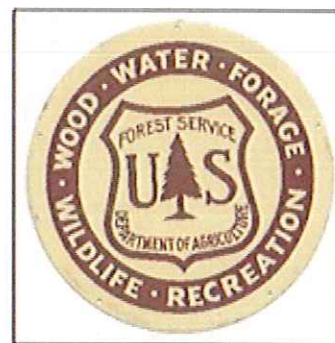


Figure 1 Forest Service shield clearly showing what the agency was created to manage.

“Recurring natural ecological disturbance”

“Natural ecological processes”

“Interdecadal climatic variability”

“Abiotic and biotic stress”

“Fire regime condition class”

“Departure from desired PNVT”

“Properly functioning watersheds”

“Recreation Opportunity Spectrum”

“Potential natural vegetation type”

“Fire adapted ecosystems”

“Habitat fragmentation”

“Sustainability of PNVTs”

“Ecosystem sustainability”

“Species viability”

“Ecological context”

“ROS Classes”

“Community-Forest Intermix”

“General Forest”

While the use of these and hundreds of other intellectually impressive statements in the Planning Record may indicate a high level of education of the authors, this kind of impressive sounding language does not translate easily into defining a clear and concise management direction for the ASNF.

Along with the complicated language used in the ASNF Land Management Planning process there appears to be a totally different tone and philosophy of management presented in the updated Plan. This change in management philosophy is evident in the use of the concept of potential natural vegetation type (PNVT) and the statement that “Thirteen of the 14 PNVTs on the ASNF vary (sometimes substantially) in structure, composition, function, and natural disturbance from desired conditions.”

It was not that long ago that forest and rangeland conditions (now called “health”) were objectives measured in terms of current and sustainable production of timber and forage, as well as conditions such as the amount of erosion that was occurring and use of the area by various wildlife species. Recreation values were measured by the number of people who actually came and used the National Forest lands along with evaluation of what they preferred to do when visiting their National Forest.

The measurable objectives that once were used to determine how National Forest lands were to be cared for and managed have become secondary to an effort to change the vegetation and other characteristic of the public lands back to what is imagined they looked like and supported prior to settlement by European man. This imagined ideal condition, which is based upon having no interference by man and his activities, has led to a strong and unrealistic preservation or protectionism philosophy that ignores the fact of climate change and further ignores (and thereby demeans) the presence of the native peoples who lived on these lands and used the resources before Europeans settled in the area.

While it is not directly stated in the Planning Record, it is easy to conjecture that if the public would not harvest and consume forest products and would engage in only “*Leave No Trace*” recreation activities, the “*desired and potential*” conditions (“*ecosystem health*”) of the ASNF could be achieved. Overstocked forest stands would be thinned by wildfire, only low levels of natural erosion would occur, nature would create and properly distribute all necessary wildlife habitat so no species would decline below viable population levels, and ample quantities of clean unpolluted water would flow year around in the Forest streams. The inference is clear that it is only due to (European) man’s interference that the ideal desired conditions are not being realized.

Thus the statement “Sustainable supplies of resources such as timber, recreation, and forage are byproducts of healthy, functioning ecosystems” (Last sentence, paragraph 6, page 16, ASNF LMP), while true, nevertheless does not address the realistic management scenario that once was practiced on the ASNF, and does not realistically provide for implementing successful future management of the ASNF. The above quoted statement and others like it should be amended to read “Healthy, functioning ecosystems are the byproducts of managing for sustainable supplies of resources such as timber, recreation, and forage.” Producing valuable renewable resources from National Forest like the ASNF not only can restore healthy, functioning ecosystems but can

also provide the wealth and manpower to get the restoration and proper management of National Forest lands accomplished.

Including human needs as a critical component of forest management has proven to be successful and was what made the Forest Service one of the most prestigious and respected land management agency to have ever existed. It was not until National Forest management started to be driven by emotions, litigation and politics that forest health started to decline and the public lost faith in the Forest Service's ability to manage the National Forest. (cite)

It is a shame the updated Plan has been loaded with emotion-driven feel-good ideas like *Wildlife Quiet Areas*, and *Natural Landscape Areas* so people can feel like wildlife and "mother earth" are a priority. The amount of boiler-plate jargon that is included to make the Plan more litigation proof is over whelming. The level of political maneuvering incorporated into the planning process and resulting record so the agency can appease the radical environmental community is obvious and unconscionable. It must have cost several million dollars to produce such a document, but the result is not a Forest Management Plan.

Appeal Issues

Issue 1: Motor Vehicle Use Restrictions

Illegal implementation of motor vehicle use restrictions and requirements in the Plan are in conflict with and/or usurp existing laws and regulations. This overstepping of authority is presented as management direction in multiple Plan Management Areas: Energy Corridor, Wildlife Quiet Areas, Natural Landscapes, Recommended Research Natural Areas, and Recommended Wilderness.

Discussion: While there is a clearly defined process in Forest Service regulations (36 CFR Part 212 Travel Management) to address motor vehicle use, the ASNF has not been successful in following that process. It appears the ASNF is trying to implement desired motor vehicle use restrictions and requirements by making them components of Management Area prescribed management direction rather than as clearly directed in 36 CFR §261.13 that prohibited motor vehicle use requirements will be implemented after the "Travel Management" planning process is completed.

It is apparent that the ASNF used a process similar to Community Planning and Zoning to develop the Plan's Management Areas. The idea of regulating the development and use of property in a community setting has long been used to make the growth of communities an orderly process that reduced conflict, made a community a safer place, and protected property values. The regulation of property use in communities is authorized through local ordinances and is something where local residents influence the decisions being made through their elected local officials. While the Community Planning and Zoning process has worked well in the local government urban setting there is no authority for managers of National Forests to arbitrarily adopt this process and apply it as a means to facilitate Land Management Planning.

It is obvious that the ASNF Planning staff took it upon themselves to "Zone" motor vehicle uses on the ASNF by identifying and placing motor vehicle use requirements and restrictions on a large portion of ASNF (approximately 472,000 acres) through the revision of the Plan. While

several in-place special management areas on the ASNF have existing restrictions on the use of motorized vehicles (Wilderness and Primitive Areas) a large portion of the ASNF will become off limits to motor vehicle use without following the requirements of 36 CFR, Part 212.

Requested Action: The ASNF should withdraw the August 2015 decision to implement the updated Plan and reinstate the Land Management Planning Process so that motor vehicle use direction is determined following the regulations found in 36 CFR Part 212.

Issue 2: Designation of land use restrictions not authorized under current law or regulation.

The implementation of the special “Wildlife Quiet Areas” and “Natural Landscapes” as Plan Management Areas is an attempt to implement unnecessary and overly restrictive management requirements to portions of the ASNF. The implementation of both of these special Plan Management Areas is being done without clearly sharing with the public the need for this management direction or what laws and/or regulations authorize this special management being implemented on National Forest System lands.

Discussion:

“Wildlife Quiet Areas” The stated intent of this Plan Management Area is to provide various wildlife species a place they can go where they will not be disturbed. No law or regulation could be found that authorizes the ASNF to set aside large portions of National Forest System lands for this purpose. What does come close to this type of action for the benefit of wildlife is found in the Endangered Species Act where federal agencies are directed to protect listed threatened and endangered (T&E) species and their habitat from disturbance and destruction by humans. The stated targeted wildlife species that benefit from “Wildlife Quiet Areas” are mainly big game species. It appears the ASNF has arbitrarily decided to implement special management direction that involves approximately 50,000 acres to resolve a problem that is not found on any other National Forest in the Region and not recognized in any law, regulation, Forest Service Manual or Forest Service Handbook.

In the 1980’s the ASNF and Arizona Game and Fish Department worked to implement Wildlife Habitat Areas, which later became “Wildlife Quiet Areas”. These special management areas have been in place for a number of years and the latest Closure Order No.01-14-564 places motor vehicle use restriction on a number of areas on the ASNF citing 36 CFR §261.54 (a) as the authorizing authority. This Closure Order fails to consider the requirements of 36 CFR §261.13 as explained above.

The use of special closure orders to prohibit various land uses on National Forest System lands was never intended to give Forest Service Officers the authority to arbitrarily restrict public use of NF lands. The use of special closure orders is intended to be used to implement specific requirements or needs defined in the various laws and regulations that direct the management of National Forest such as the Endanger Species Act, Clean Water Act or Clean Air Act.

It should also be noted that this Wildlife Quiet Area Plan Management Area management direction discriminates against members of the public who are disabled and/or elderly, and who would be unable to enter and enjoy these areas. It appears this Plan Management Area is another attempt by the ASNF to create pseudo wilderness that will be enjoyed by a limited number of people.

“Natural Landscapes” The stated intent of this Plan Management Area is to retain a natural-appearing character of the areas. The Desired Conditions for these Plan Management will be managed very similar to those of designated Wilderness Areas are managed and will be treated as pseudo Wilderness without the process of law that creates a true Wilderness Area.

Wilderness Areas are designated by the Wilderness Act, which requires Congressional approval, yet the areas that make up the “Natural Landscape” Management Areas are being designated and will have management requirements that are arbitrarily developed by the ASNF. The special management for these areas will for the most part mimic “Wilderness” management, but this management is not being implemented following the procedures of the Wilderness Act. If pseudo Wilderness can be created by just setting up Plan Management Areas, there is no reason for going through the procedures and processes required in the Wilderness Act.

It is stated that the “Natural Landscape” Plan Management Area includes the inventoried roadless areas (IRAs) on the ASNF that were identified in the 2001 Roadless Area Conservation Rule. It is also stated that IRAs are managed to protect and conserve their roadless character. It needs to be noted that the 2001 Roadless Area Conservation Rule has been challenged multiple times in various court cases and is not well accepted by most commodity producers. It appears the ASNF is implementing the 2001 Roadless Area Conservation Rule without specifically stating that is what they intend to do. Again the public has not been clearly informed of the intent of the ASNF actions and management direction, which are unnecessary for maintenance of healthy watersheds and ecosystems. These ASNF actions and management direction are being implemented on a large portion of the ASNF (approximately 404,000 acres). The only plausible reason that the “Natural Landscape” Plan Management Area designation was created and included in the ASNF updated Plan is to implement “Wilderness” preservation requirements on lands that are not included in a designated “Wilderness Area”.

Requested Action: The ASNF should withdraw its August 2015 decision to implement the updated LMP and reinitiate the Land Management Planning Process. Plan Management Areas should not be used to implement questionable land use direction that is not clearly explained and disclosed to the public during the Planning process.

Issue 3, The updated Plan does not comply with the Clean Water Act

The Plan does not comply with the Clean Water Act (Federal Water Pollution Control Act and Amendments). Sec. 101, Declaration of Goals and Policy, (a), *“The objective of this Act is to restore and maintain the chemical, physical, and biological integrity of the Nation's waters”*.

The following points identify where the ASNF fails to comply with the Clean Water Act (CWA) by not taking specific action to meet the Goals and Policies of the CWA when developing and approving their August 2015 updated Land Management Plan:

- The ASNF has failed to disclose the change in baseline conditions of the watersheds located on the ASNF due to the recent Rodeo/Chediski and Wallow Fire.
- The ASNF has not addressed the potential for severe erosion on thousands of acres of denuded land (much of which is made up of steep slopes). The total removal of ground

cover from thousands of acres of land on the ASNF recently occurred due to the Rodeo/Chediski and Wallow mega-wildfires. The significant level of non-point water pollution that has, and will continue to occur, due to these mega-wildfires is not addressed in the updated Plan.

- The ASNF has not addressed the adverse impacts to off Forest water quality, downstream flooding, movement of large quantities of sediment and the swamping of water bodies and wetlands with sediments due to the recent mega-wildfires. This significant level of sediment removal and discharge is not addressed in the updated Plan.
- The ASNF has not addressed the flooding and scouring of stream channels that has occurred, and will continue to occur, resulting in the destruction of riparian and wetland plant communities. This destruction of critical riparian and wetland habitat has adversely and will continue to impacted multiple threatened and endangered species of wildlife and plants. This significant level of stream channel and riparian plant community destruction along with the adverse impacts to threatened and endangered species is not addressed in the updated Plan.
- The ASNF has not addressed the release of nutrients into the streams and lakes located on the Forest due to the mega wildfires. This release of elevated levels of nutrients has and will continue to have significant adverse impacts on the aquatic ecosystems located on the Forest and downstream. This significant level of nutrient loading along with the adverse impacts to the aquatic ecosystems is not addressed in the updated Plan.
- The ASNF has not adequately identified the need for implementation of soil and watershed protection measures and accelerated watershed restoration efforts to be carried out due to the recent mega wildfires in the updated Plan.
- The ASNF has downplayed and misled the public as to the adverse effects of the recent mega wildfires and continues to ignore the threat of potential flooding in the updated Plan. The current and on-going damage to downstream property and ecosystems has been ignored throughout the current Land Management Planning process.

There are more adverse effects that have and will continue to occur due to the recent mega wildfires, and which have not been mentioned. The drastic changes in the vegetative, watershed and soil conditions due to these mega wildfires will continue to adversely impact the environment, both public and private property, and human welfare. The adverse impacts from the Rodeo/Chediski and Wallow wildfire, while not totally preventable, could be reduced and mitigated if ASNF had an interest in doing so.

Discussion: The *Wallow Fire Changed Condition Assessment* report was based entirely on changes in forest vegetation (density of forest canopy cover), which was derived from remote sensing and a rapid on-the-ground assessment of burn intensities immediately after the fire. This broad scale attempt to identify the burn severity of the Wallow wildfire is just one tool that should have been used to determine the current and future potential adverse effects of this wildfire. When reading the report, it is obvious that things such as areas of denuded soils (especially on steep slopes), areas where extreme heat removed all organic material and reduced the soil surface to a state where it was (is) highly erosive and numerous other important factors used in determining the potential for elevated rates of soils erosion were not documented and not mentioned in the report.

On page 6 of the “*Wallow Fire Changed Condition Assessment*” report it is stated “*the team briefly considered whether to create a new management area for the Wallow Fire burned area, but chose not to pursue further. Earlier in plan development, we had considered this as an option for managing the area burned by the Rodeo-Chediski and decided not to make it a separate management area.*” From this statement it is clear that the “*team*” recognized the importance of placing emphasis on managing the areas of the Rodeo/Chediski and Wallow wildfires to protect and restore soil and watershed conditions, but dismissed that idea for unknown reasons.

This same “*team*” recommended that “*Forest-wide Direction for Landscape Scale Disturbance Events*” be included in the ASNF Plan to deal with future events. This management direction is included in the ASNF updated Plan, but is not being followed to address the current landscape scale disturbance events such as the Rodeo/Chediski and Wallow wildfires.

On page 7 of the “*Wallow Fire Changed Condition Assessment*” report it is stated “*Focus watersheds is still a valid emphasis area –these will be specifically identified during plan implementation based on watershed condition class ratings, management emphasis, and forest capacity. Restoration needs in the Wallow Burn Area could be identified (as they are currently) through focus watersheds.*” From this statement it is clear that the “*team*” did not feel that any special emphasis should be given to the devastation of soil and watershed conditions caused by the Wallow wildfire during the ASNF Land Management Planning process and that any activities to protect and restore the functions of the watersheds impacted by the Wallow wildfire are just part of the ordinary daily watershed management function carried out on the ASNF

It doesn't take much time driving the major highways that cross the ASNF to figure out that there are thousands of acres where all of the forest canopy was (and is still) removed. This is significantly obvious on many very steep slopes. It is also obvious that the only ground cover left on the soil on thousands of acres is annual weed species and a few annual grass species that either survived the fires or were planted following the fires.

In some places there is the usual re-sprouting of various shrub species and alligator juniper, neither of which is good at preventing soil erosion. These sprouting species of trees and shrubs will become the PNVT for thousands of acres on the ASNF that once supported climax or near climax stands of non-sprouting tree species such as ponderous pine and other “*dry mix conifer*” species. This conversion to a disturbance (fire) driven new climax condition, while being a natural process, does not fit with the PNVT desired condition described in the updated ASNF Plan. Again the public is being misled concerning the future conditions they will experience on the ASNF.

Local citizens are very concerned that lives and property are still at risk from flooding if a major precipitation event were to occur. The Arizona Highway Department is still battling gully erosion and sediments deposited on the highways or plugging up culverts. The public is not blind or stupid and recognizes that politically correct dogma, not the reality of the situation found on the lands that makes up ASNF, is what is presented in the ASNF updated Plan.

Requested Action: The ASNF should withdraw its August 2015 decision to implement the

updated Plan and reinitiate a Land Management Planning Process in which management direction is included to deal with the adverse effects of the Rodeo/Chediski and Wallow wildfires.

Issue 4: The updated Plan does not comply with the Clean Air Act

The effects of smoke on human health and the environment when using fire as a management tool are not clearly addressed and displayed in the updated ASNF Plan as required by the Clean Air Act. The Clean Air Act of 1972 (Public Law 92-500) and its subsequent amendments assign Federal land managers the responsibility to protect air quality related values in Class I airsheds and to protect human health and basic resource values in all areas. While there is some information concerning smoke management found in the Fire Specialist Report and the Final Environmental Impact Statement, the updated ASNF Plan appears to lay the responsibility for meeting Clean Air requirements for smoke production on the State of Arizona as is evident in the following statements:

“All prescribed fires are conducted in accordance with the Arizona Smoke Management Plan, administered by ADEQ, to comply with the Clean Air Act.” (Page 108, Land Management Plan)

“During extended periods of burning, smoke should be monitored, in cooperation with the Arizona Department of Environmental Quality, for levels that may have impacts to human health from fine particulates.” (Page 19, Land Management Plan)

Discussion: Throughout the updated ASNF Plan, the use of prescribe fire and wildfire as a management tool, and the need to return fire to its natural role of shaping the characteristics of various PNVTs are components of Goals, Objective and Management Direction sections of the Plan. The following are examples of the direction to allow and use fire as a management tool:

Restoration methods, such as thinning or prescribed fire, should leave a mosaic of untreated areas within the larger treated project area to allow recolonization of treated areas by plants, small mammals, and insects (e.g., long-tailed voles, fritillary butterflies). (Page 30, Land Management Plan)

Wildland fires may be used to meet desired resource conditions, maintain or promote desired vegetation species, and enable natural fires to return to their historic role. (Page 30, Land Management Plan)

The use of wildland fire to burn large areas is expected to be an important tool to manage some aspen and insect and disease populations. (Page 39, Land Management Plan)

The updated ASNF takes the approach that the issues of smoke production and suppression actions need not be addressed in the Plan but rather be managed according to objectives identified in other applicable decision documents as stated in the following:

Human-induced impacts (e.g., smoke production, suppression actions) to natural processes, resources, or infrastructure attributable to wildland fire activities should be managed towards achieving objectives as identified in the applicable decision document. (Page 10, Land Management Plan)

The ASNF Plan is strikingly void of information that provides the public with the magnitude of, and effects from, smoke production when fire is used as a treatment tool and when fire is again allowed to play its natural role on the Forest in the future. This failure to address the level of smoke that will fill the air in the future (as the use of and tolerance of wildfire increases) can only mean the ASNF does not want the public to realize some of the adverse effects of the planned future management that will be carried out on the ASNF.

It is somewhat ironic that the ASNF Plan contains approximately 35 pages dealing with the effects of global warming, which will be realized well in the future (20+ years from now in most cases), but fails to clearly and adequately address the effects and the future management of smoke generated from the proposed future use of fire. It also is ironic that one of the causes of global warming, (generation of carbon dioxide from the burning of forest fuels) is the very thing the ASNF has dismissed as not being important enough to clearly address and display in the updated ASNF Plan. It is difficult to understand why, when there is so much concern for global warming, the ASNF is limiting mechanical treatments of fuels through implementing a major increase in restriction on motor vehicle use, and increasing the acres on the Forest that will have to be treated with either a prescribed fire or a “*managed*” wildfire.

The following statement is important enough to be included in the updated ASNF Plan, but little attention is given to the fact that the desired conditions and future management direction found in the updated Plan calls for and will result in a dramatic increase in smoke production coming from the ASNF in the future:

“Climate scientists agree that the Earth is undergoing a warming trend, and that human-caused elevations in atmospheric concentrations of carbon dioxide (CO₂) and other greenhouse gases (GHGs) are among the causes of global temperature increases. The observed concentrations of these greenhouse gases are projected to increase. Climate change may intensify the risk of ecosystem change for terrestrial and aquatic systems, affecting ecosystem structure, function, and productivity.” (Page 179, Appendix A, ASNF Land Management Plan)

Requested Action: The ASNF should withdraw its August 2015 decision to implement the updated LMP and reinitiate a Land Management Planning Process in which the dramatic increase in smoke production from the ASNF in the future will be recognized and fully addressed.

Issue 5: The Plan fails to address the impacts of increased primitive recreation

The effects of increasing primitive recreation opportunities and use are not clearly addressed and displayed in the updated ASNF Plan. The adverse effects on water quality and thus the health of Forest users in the areas of concentrated primitive and dispersed recreation use due to the

inappropriate disposal of human waste is not discussed. As required by the Clean Water Act, *Sec. 101. Declaration of Goals and Policy. (a) The objective of this Act is to restore and maintain the chemical, physical, and biological integrity of the Nation's waters.* Water pollution and the spread of diseases due to human waste contaminating stream and springs must be addressed.

Discussion: It is recognized in the Recreation Specialist Report that all types of recreation uses are increasing on the ASNF. It is also shown in this report that primitive and dispersed recreation activities are becoming a more desired use on the ASNF. This increase in recreation use is coupled with increased restrictions on motor vehicle use across the Forest due to the creation of Natural Landscape areas, Recommended Research Natural Areas, and Recommended Wilderness, along with additional acres designated as Wildlife Quite Areas. This can only lead to an increase in the amount of primitive and semi-primitive camping taking place where proper facilities to deal with human waste are lacking.

While it is not well publicized, concerns about contacting and becoming sick from contaminated water while camping in remote areas is an increasing concern that has prompted many National Forest and/or land management agencies to issue warning about the potential of becoming sick due to using water from springs and streams on federal lands. Many National Forest and other land management agencies are developing and providing guideline to hikers and campers on how to properly camp in remote areas.

It is noted in the Water Resource Specialist Report that there was an exceedance for E. Coli bacteria in the lower Blue River and Chase Creek. Giardia and other highly contagious water-borne parasites have been documented in the Gila and San Francisco Watersheds. There is no reason to think the ASNF is immune from experiencing these problems at other locations on the Forest in the near future.

The only reference to guidance for dealing with this matter in the Water Resource Specialist Report is as follows:

In the action alternatives, there is guidance to locate dispersed campsites away from streams or sensitive areas, and facilities or developments could be provided for protection of the environment rather than the convenience of visitors. Alternative A does not contain this guidance and would allow campsites to be located in close proximity to the forests' waters. This concentrated unmanaged recreation use would continue to cause damage to vegetation; soil compaction and erosion; and water pollution from human and animal waste, dishwashing, trash, and vehicle fluids. (Page 25, Water Resource Specialist Report)

There is a lot more to developing management direction for prevention of the spread of diseases and parasites than just locating dispersed campsites away from streams and sensitive areas. The updated ASNF Plan needs to include management direction for the various Management Areas that provides guidelines for the monitoring of dispersed and primitive camping use levels and implementing actions that deal with concentrated dispersed and primitive recreation. Along with monitoring of use levels, favorite remote springs and stream segments that serve as a water source for hikers and backpack campers should be monitored for contamination.

Currently due to budget constraints, properly designed and well maintained recreation facilities are being shut down on the ASNF and the public is left to deal with their need for restroom facilities and a source of safe drinking water by whatever means they can. This current decrease in properly designed and well maintained recreation facilities along with the need to provide the critical restroom facilities and a source of safe drinking water at trailheads and in areas where Forest users are being forced to concentrate due to limited vehicle access is not considered or properly addressed in the updated Plan. The Plan should be the document where Forest level recreation use and Forest-wide public health issues are recognized and the emphasis for future management direction to resolve these issues is defined.

Requested Action: The ASNF should withdraw its August 2015 decision to implement the updated Plan and reinstate a Land Management Planning process in which the management direction for primitive and dispersed recreation as well as the management of key recreation user concentration areas is addressed and will be sufficient to prevent the contamination of stream and spring due to human waste.

Issue 6: The updated Plan fails to adequately address or deal with economic impacts

While it may be argued that NEPA does not require that the economic effects of a federal action have to be analyzed and displayed prior to an agency making a decision, The National Forest Management Act (NFMA) *“directs the development, maintenance, amendment, and revision of land and resource management plans for each unit of the National Forest System. These plans help create a dynamic management system so an interdisciplinary approach to achieve integrated consideration of physical, biological, economic, and other sciences will be applied to all future actions on the unit (16 U.S.C. 1604(b), (f), (g), and (h)).”*

Discussion: The listing of facts pertaining to the income levels, employment types and levels and cost of living for the area surrounding the ASNF in a specialist report and the FEIS do not meet the requirement for consideration of economic sciences as directed in the NFMA quote above. The return of income to local citizens is a critical and key element when determining the well-being or welfare of local citizens. Almost all of the issues the public have with the updated ASNF Plan link back to the economic effects. The biggest social problems the local governments will deal with in the future are linked to the economic impacts that will result from the implementation of the ASNF Plan. It should not be surprising that the failure of the ASNF to come to the table in order to address and mitigate local economic concerns with local government officials has been, and will be, the primary factor leading to the distrust of ASNF leadership.

Local governments are responsible for the well-being and welfare of the local citizens. While the ASNF may not be directly responsible for this task, the agency needs to at least make an effort to honestly address and display the economic effects of its actions. This economic analysis could have easily been done if the updated ASNF Plan had made a reasonable attempt to present the future levels of commodity production from the Forest, but instead the ASNF planning team chose to analyze and display how the ASNF will limit the use of commodity production from the Forest in the future.

Requested Action: The ASNF should withdraw its August 2015 decision to implement the updated LMP and reinitiate a Land Management Planning process in which the economic effects of implementing the updated ASNF Plan are honestly addressed and disclosed. The ASNF should not only consider economic impacts on the local economy, but also develop and analyze an alternative that builds environmentally sustainable levels of commodity production to support local economy. This production could also add much needed funding for the ASNF to achieve the desired objectives for watershed and ecosystem health without the Forest having to wait in line for funding to come from the taxpayer's pocket.

Conclusion:

After years of trying to work with the ASNF on the update of the Plan the Apache County Board of Supervisors finds it necessary to appeal the decision to implement the updated Plan and to request that the above issues that are identified in this appeal be reconsidered. There are many more issues that have been voiced by the citizens of Apache, Coconino, Greenlee, and Navajo Counties that have not been included in this appeal document; while they are not specifically discussed here, they must be addressed by the ASNF.

The citizens of Apache County have brought forth before the Board of Supervisors a number of issues that may well become the subject of citizen appeals of the Plan. These range from use-specific or site-specific restrictions on Forest use to distrust of the agency and/or the federal government in general. It is hoped that through this appeal process many of the issues with the updated ASNF Plan can be resolved, and that a well-thought-out and meaningful ASNF Plan can be developed and supported by the local citizens of Apache, Coconino, Greenlee, and Navajo Counties.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Information Technology Department

Date/Signature: Dec 1, 2015

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

The IT Department requests authorization to hire a highly qualified candidate, Mr. Steven Gordon, at a salary of

\$53,161.95

~~\$51,491~~. Mr. Gordon has extensive experience and has been enthusiastically recommended by several previous employers. *This position fills a vacant Network Administrator I*

Position. Salary range 50, mid-range ~~\$44,950~~ \$53,161.95, 10yr. experience

BOS Meeting Date Requested 12/15/2015

and reimburse \$500 for relocation per policy manual sect. 1.7

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

K. Clark

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

SW

1.7 RELOCATION ALLOWANCE

1.71 Policy:

Apache County may reimburse up to \$500 of actual relocation expenses incurred by a new employee who relocates to the County. The decision to reimburse these expenses shall be approved by the Board of Supervisors.

1.72 Coverage:

This policy only applies to unclassified employees in salary grade 50 and above. Nothing in this policy modifies or waives the "at will" status of an unclassified employee.

1.73 Qualifying Criteria:

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

- A. The expenses must be incurred as a direct result of the relocation.
- B. The expenses must be incurred within three months of beginning employment with Apache County.
- C. The move must begin outside Apache County and involve a distance greater than 175 miles.
- D. The employee must be hired to a professional or managerial position in salary grade 50 or above.
- E. The expenses must not be reimbursable through any other program or resource.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance Department

Date/Signature: November 23, 2015



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

Discussion and possible approval of using REDW, to write Apache County's Financials at a rate of \$135 per hour for Fiscal Years 2014 & 2015 *utilizing Prof. Services. @ 20-25K per year. 26,000*

BOS Meeting Date Requested December 1st, 2015

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials *SW*

Rita Vaughan

From: Ryan Patterson
Sent: Monday, November 23, 2015 4:24 PM
To: Rita Vaughan
Subject: Fwd: REDW - Apache County - Financial Statement Preparation - Fee Estimate

Sent from my Verizon Wireless 4G LTE smartphone

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

From: Tom Friend <TFriend@redw.com>
Date: 11/20/2015 4:20 PM (GMT-07:00)
To: Ryan Patterson <rpatterson@co.apache.az.us>
Cc: Bonnie Ulibarri-Romero <BUlibarri-Romero@REDW.COM>
Subject: REDW - Apache County - Financial Statement Preparation - Fee Estimate

Good Afternoon Ryan,

I hope you had a great week!

Bonnie and I met this afternoon to discuss the preparation of the County's 2014 and 2015 financial statements.

We estimate that we will need approximately 160-190 hours to compile each years MDA, financial statements, footnote disclosures and SEFA.

At our average billing rate of \$135/per hour, our estimated fee would be approximately \$21,660 - \$25,650 for each year.

One question... will you require any reconciliation procedures and/or audit preparation work performed? Such as cash reconciliations and capital assets. If so, please let me know.

If you are ok with our estimates, I can prepare the engagement letters early next week.

Sincerely,
TOM FRIEND, CPA
Principal

REDW_{nc}

CPAs|Business & Financial Advisors

INTEGRITY COUNTS®

5353 N 16th Street, Suite 200 Phoenix, AZ 85016
D: 602.730.3610 | F: 602.730.3699 | TFriend@redw.com

Offices: Albuquerque | Phoenix

Stay Connected: [LinkedIn](#) | [Twitter](#) | [RSS Feed](#)

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Election Department

Date/Signature: Angela E. Hernandez

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

Discussion and possible approval to enter into a ballot processing, printing and mailing Services Agreement with Election Systems & Software, LLC.

BOS Meeting Date Requested 12/15/15

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature Josh Y

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

**ELECTION SYSTEMS & SOFTWARE, LLC
BALLOT PROCESSING, PRINTING AND MAILING SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC ("ES&S");

AND: Apache County Elections Department___ ("Customer").

RECITALS:

- A. ES&S is a provider of ballot processing, printing and mailing services to government and other entities and Customer has agreed to engage the services of ES&S for the purpose of ES&S providing its ballot processing, printing and mailing services to the Customer in Apache County (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
- ___X___ Exhibit A (Pricing Summary)
- ___X___ Exhibit B (ES&S Ballot Processing Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of the date of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
11128 John Galt Boulevard
Omaha, Nebraska 68137
Fax No.: (402) 970-1291
Email:

Apache County Elections Department
75 W Cleveland St
Saint Johns, Arizona 85936
Fax No.: 928-337-7538
Email: cglhone@co.apache.az.us

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

**GENERAL TERMS
ARTICLE 1**

BALLOT PROCESSING SERVICES AND FEES

1.1 **Ballot Processing, Printing and Mailing Services.** Subject to the terms and conditions of this Agreement, ES&S shall provide the Customer with ballot processing, printing and mailing services ("Ballot Processing Services") for all Customer elections occurring during the Term of the Agreement. The specific Ballot Processing Services provided by ES&S and each party's obligations with respect to such services are set forth on Exhibit B.

1.2 **Ballot Processing Services Fees.** In consideration for ES&S providing the Ballot Processing Services, Customer shall pay ES&S the fees set forth on Exhibit A for each election in which ES&S provides the Ballot Processing Services during the Term of the Agreement. ES&S reserves the right to adjust the Ballot Processing Services Fees annually during the term of the Agreement in the event ES&S experiences unforeseen increases in the cost of ballot paper, envelopes and/or ballot printer consumables. ES&S shall notify Customer, in writing, of such price increase by providing Customer with ninety (90) days advanced written notice.

1.3 **Standards.** ES&S shall perform the Ballot Processing Services in a prompt, efficient and workerlike manner, according to industry standards and the timelines agreed upon between ES&S and the Customer. The Customer acknowledges and agrees that the performances by ES&S of the Ballot Processing Services are contingent upon the Customer providing ES&S with accurate and timely information. The Customer further acknowledges and agrees that ES&S shall not be liable for any delays or inaccuracies which are directly or indirectly related to the acts, errors or omissions by the Customer. Each party shall comply with all applicable federal and state laws, regulations, rules and ordinances in performing their respective obligations hereunder.

1.4 **Disclaimer of Warranties.** ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**ARTICLE 2
MICELLANEOUS**

2.1 **Term; Termination.** This Agreement shall be effective for a _____ year period beginning on the Effective Date (the "Initial Term"). The Initial Term shall automatically renew for an unlimited number of successive one year period unless otherwise agreed to, in writing, by the parties (each a "Renewal Period"). The Initial Term and all Renewal Periods shall be collectively referred to herein as the "Term". The Term shall continue until this Agreement is terminated by the first to occur of the following (i) either party's election to terminate it upon the expiration of the Initial Term or any Renewal Period thereof, written notice of such election shall be given to the other party at least sixty (60) calendar days prior to the expiration of the Initial Term or any Renewal Period; (ii) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except a breach as provided in (iii) below which will require no notice); (iii) Customer's failure to make any payment due hereunder within thirty (30) days after it is due or (iv) in the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any fiscal period; provided that this subsection 2.1(iv) shall not be construed so as to permit Customer to terminate this Agreement in order to acquire Ballot Processing Services from a third party. In the event of early termination by ES&S due to (a) a breach of this Agreement by Customer, (b) Customer's failure to pay any amounts owed under this Agreement or (c) the failure of Customer to appropriate funds to make the payments due under this Agreement, Customer shall pay ES&S for all services performed and fees earned up through the date of termination.

2.2 **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount actually paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the ES&S Ballot Processing Services to achieve Customer's intended results; (b) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S; or (c) Customer errors, included errors in Customer data provided to ES&S, user errors, voter errors or problems encountered by any individual in the election process that are not otherwise a result of the failure of ES&S to perform its obligations under this Agreement.

2.3 **Taxes; Interest.** Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 2.3, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

2.4 **Indemnification.** Customer shall indemnify and hold harmless ES&S from and against any and all Adverse Consequences arising out of or relating to the following:

a. Any third party Infringement Claim resulting from (i) the use of any ES&S software or ES&S equipment in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S software or ES&S equipment; or (iii) Customer's modification or alteration of any item of ES&S software or ES&S equipment without the prior written consent of ES&S;

b. Any claims by Third Parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items; and

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 2.4, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

2.5 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

2.6 **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights,

duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

2.7 **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, regarding the subject matter hereof. Any provision of any such form or agreement that conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to, or waiver of, any other different or subsequent breach by either party. The headings preceding the text of the Sections herein are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

2.8 **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed fax, (c) sent by commercial overnight courier (with written verification of receipt), (d) sent by electronic mail communication with confirmation of receipt, or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses fax numbers or email addresses set forth on such signature page unless other names, addresses fax numbers or email addresses are provided by either or both parties in accordance herewith.

2.9 **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid.

2.10 **Other.** ES&S is providing the Ballot Processing Services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. The provisions of section 1.4 and sections 2.2-4.10 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A
FEE SCHEDULE**

Fees:		
Description	Refer to	Fee
Mailing fee per envelope processed as set forth on <u>Exhibit B</u> (Fee includes the processing of 1 page ballot, black and white, up to 18 inches in length)	<u>Exhibit B</u>	\$ 1.25 per envelope processed
Additional Ballot fee for each additional black and white ballot, up to 18 inches in length, printed inserted, matched, and verified in a single envelope	<u>Exhibit B</u>	\$ 0.40 per each additional ballot processed
Additional Test Decks	<u>Exhibit B</u>	\$0.35 per ballot, plus delivery
Terms & Conditions:		
<p>Note 1: Except as specifically set forth in <u>Exhibit B</u>, any applicable state and local taxes are not included, and are the responsibility of Customer. See Section 2.3. Premium or rush transportation services incurred in connection with the Ballot Processing Services are additive and will be billed as incurred.</p> <p>Note 2: Invoicing and Payment terms are as follows: 100% of Total Invoice Amount due within thirty (30) calendar days of receipt of ES&S' invoice. Postage will be billed at the end of the election and will be a separate line item on the invoice.</p>		

EXHIBIT B BALLOT PROCESSING SERVICES AND OBLIGATIONS

The Ballot Processing Services to be provided by ES&S during the Term are described below. Customer acknowledges that ES&S's fees for support services are based on the descriptions listed below, and that a change in the descriptions may require ES&S to change the fees charged to Customer.

Ballot Mailing Services

ES&S will provide the following services and functions related to the printing and mailing of absentee ballots:

Mail File Preparation

- Once per day, by 5:00PM CST, Customer will provide ES&S the following absentee request files for mailing: Domestic Civilians. Please note that Marge files are not within the scope of the mailing service.
- ES&S will process absentee request files through CASS certified software in order to obtain valid Delivery Point Barcode data.
- ES&S will use DPBC data to create an Intelligent Mail Barcode in order to facilitate postal discounts and tracking of ballots during USPS transit.
- All files provided to ES&S will be uploaded through the ES&S website.

Ballot File Preparation

- Customer will provide ES&S a PDF for each ballot style to be used in an election. This will be the same PDF used for Election Day and Ballot On Demand ballots. One PDF will suffice for all ballot services.
- Customer will provide ES&S with a relationship table that identifies all active ballot styles for each election and the ballot PDF that corresponds with that style.
- ES&S will crop and electronically prepare ballots for printing.
- ES&S will produce a test deck of each ballot style for purposes of customer proofing and verification at no charge. No ballots will be mailed until said test deck has been run and tabulation verified. ES&S can provide additional test decks or L&A test decks at the prices set forth on Exhibit A.

Mail Processing

- ES&S will provide the outside mailing envelope, voters affidavit envelope, and the voters instructions.
- ES&S will print a ballot(s) for each voter in the absentee request file that corresponds to that voter's ballot style in the relational table.
- ES&S will insert voters affidavit envelope, ballot, and the voters instructions into the mailing envelope.
- ES&S will print the outbound voter's address onto the mailing envelope along with the intelligent mail barcode for tracking purposes.
- ES&S will print voter's return information, including voter unique barcode, onto the affidavit envelope.
- ES&S will measure the thickness of each mail piece to verify the accuracy of contents in each envelope.
- ES&S will scan and capture an image of each outbound mail envelope to verify completion of each ballot package.

Postal Processing

- ES&S will process and prepare all outbound mail pieces for submission to the USPS at the lowest appropriate automation rate.
- Mail volumes of greater than 200 pieces of CASS certified, non forwarded pieces will be sorted and submitted at the qualifying Non Profit, Standard Class rate
- Mail volumes of less than 200 pieces of mail will be submitted at the appropriate 1st class mail rate.
- Regular Outgoing Domestic Envelopes will carry the endorsement of "Return Service Requested". Undeliverable mail pieces will be returned to the Customer with the reason for non-delivery. The USPS will charge first class postage for these pieces
- Outgoing envelopes will carry an Indicia which bears the ES&S name, no location or mail drop post mark will be visible to the voter.
- ES&S will produce all necessary postal documentation for mail submission and tracking.
- Mail pieces will be dropped at a bulk mail acceptance unit as agreed upon with Customer.

Postage and Postal Permitting

- Customer must request and obtain a nonprofit permit (PS Form 3624) through the USPS.
- Customer will be invoiced for postage funds immediately after the election. This will be a separate line item on the invoice.

Service Level Standards

ES&S agrees to complete ballot printing and mail processing for customer submitted files, as follows:

- Initial Large File Run for CivDom – Complete all processes and deliver mail to the USPS within six (6) business days after receipt of Voter Registration ("VR") request file on a date to be agreed upon by Customer and ES&S.
- Daily File Run- Complete all processes and deliver mail to the USPS the following business day after receipt of VR request file. The VR request file is to be sent to ES&S by no later than 5:00 PM CST.

Mail Ballot Tracking and Reporting

ES&S will provide a license of the Ballotracker system to Customer as a means to monitor and track the status of mail ballots.

- Customer will be responsible for providing network connectivity if access to Ballotracker data is desired from network workstations.
- Use of the Ballotracker is an extension of ES&S' mailing service, and any software installed is made available and licensed for this use only.

BallotTracker Functionality

The BallotTracker will provide access to the following mailing processing information for any individual voter whose request has been received in an absentee request file:

- Date and Time VR Request file was received.
- Date and Time Ballot was Printed.
- Description of ballot, including ballot style, number of pages and access to image of ballot PDF for that style.
- Date and Time Ballot Package was mailed.
- Description of ballot package, including thickness of mail piece, verification of ballot style inserted into envelope and image of outbound envelope processed.
- Confirm Tracking data regarding delivery status and details of mail piece delivery during USPS transit.

Service Fees

Customer agrees to pay ES&S fees as follows:

- Fee of \$1.25 per envelope processed as described herein including a 1 page ballot, black and white, up to 18 inches in length.
- A \$.40 Fee will be charged for each additional black and white ballot, up to 18 inches in length, printed, inserted, matched, and verified in a single envelope

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Clerk of the Board

Date/Signature:

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

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

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

AW