



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

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

**Barry Weller**  
Vice Chairman, District III

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

**February 18, 2014**

**Board of Supervisors' Hearing Room, First Floor  
75 West Cleveland Street  
St. Johns, Arizona  
8:30 a.m. MST**

Invocation by Invitation.  
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY LIBRARY DISTRICT  
HELD IN CONJUNCTION WITH THE  
BOARD OF SUPERVISORS MEETING  
February 18, 2014**

1. Discussion and possible approval of the Strategic Plan for the Sanders Public Library.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY JAIL DISTRICT  
HELD IN CONJUNCTION WITH THE  
BOARD OF SUPERVISORS MEETING  
February 18, 2014**

1. Discussion and possible approval to increase the salaries of Jail LPN's Michelle Johnson and Kyler Merrill to \$20.00 per hour. This rate is a match to the contract jail nurses salaries, which they both previously held. Both are fully trained and functioning jail nurses. This increase will still allow for a \$7,977.00 annual savings per LPN.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS  
February 18, 2014**

1. Clerk of the Board: Following a public hearing, discussion and possible approval of the formation of the Grover's Hill Irrigation District and appoint the following members to serve as the Board of Directors: Tim Raban, Norman Brown and Roger Heap.
2. Community Development Department: Following a public hearing, Discussion and possible approval of a reversion to Acreage for Clay Sample to combine 2 lots in Park Show Low, Unit One, Lots 97 & 98. Property is located near Vernon, Arizona on parcel 106-23-097 and 106-23-098.
3. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

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

- \*A. Request approval of minutes dated February 4, 2014.
- \*B. Request approval of demands dated February 4, 2014 to February 18, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

**Personnel Items:**

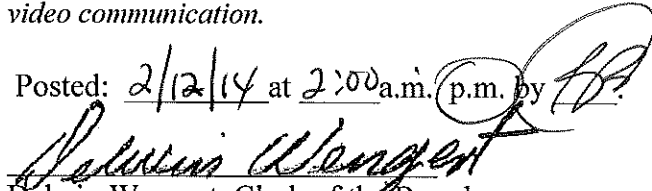
- \*C. Superior Court: Request approval of the appointment of Kay H. Wilkins and Michael P. Roca, as Superior Court Judges Pro Tem for the period beginning July 1, 2014 and ending June 30, 2015.
  - \*D. Superior Court: Request authorization to remove Stephanie Fink from probationary status with the 2.5% end of probation increase, effective March 3, 2014.
  - \*E. Treasurer's Office: Request authorization to hire a temporary Accounting Specialist I at \$10.00 per hour for a period of 120 days.
4. Supervisor Barry Weller: Discussion and possible action related to the Call to the Public on Board of Supervisors' Agendas.
  5. County Manager: Discussion and possible approval of a change to section 7.11 of the Human Resources Policy Manual related to submission of agenda items.

6. Grants Manager, Malena Bazaruto: Discussion and possible approval of Contract #ADEQ14-064788 between Arizona Department of Environmental Quality and Apache County. This is a Brownfields grant award to be administered by AZDEQ for Asbestos Survey at the South Fork Cabin Site.
7. Grants Manager, Malena Bazaruto: Discussion and possible approval of Agreement #WFHF 13S-353 between Arizona State Forestry and Apache County for continued hazardous fuels treatment in Alpine, Nutrioso, and Eagar, in the amount of \$174,000.
8. Sheriff's Office: Discussion and possible approval to accept a Memorandum of Understandings – Department of Public Safety Contract #2013-202 regarding fiscal year 2014 subaccount funding.
9. County Engineer: Discussion and possible approval to ratify work done by D&H Petroleum at the Chinle Road Yard for a fuel leak. Also request approval to use D&H Petroleum for services at same location to continue mitigation of the fuel leak.
10. County Engineer: Discussion and possible approval of Three Forks Road Project Agreement between Apache Sitgreaves National Forest and the Federal Highway Administration Central Federal Lands Highway Division and Apache County to ensure roadway maintenance.
11. County Engineer: Discussion and possible authorization into enter into a Professional Service Contract with Jim Thornhill at the rate of \$40.00 per hour. Mr. Thornhill will be providing services related to Land Surveying and related services up to and including drafting, research, etc.
12. Notification that the Small Counties Forum will be held on February 19, 2014 at the County Supervisors Association (CSA) building, 1905 W. Washington Street in Phoenix at 5:30 p.m. and the County Supervisors Association (CSA) meeting on February 20, 2014 at 10:00 a.m. at the CSA building, 1905 W. Washington Street and the Northern Arizona Council of Governments (NACOG) Regional Council meeting on February 27, 2014 at 9:00 a.m. located at the High Country Conference Center, 201 W. Butler Avenue in Flagstaff where two or more members of the Board of Supervisors may be in attendance.
13. Clerk of the Board: Following a possible executive session pursuant to A.R.S. 38-431 for legal advice, discussion and possible approval of the appointment of Collin Dewitt as an administrator pursuant to A.R.S. 48-803, at a salary not to exceed \$1,600 per month, to assume the duties of the governing board of the Nutrioso Fire District as outlined in A.R.S. 48-805, subsequent to the resignation of the majority of the governing board.

14. County Attorney's Office: Following a possible executive session pursuant to A.R.S. 38.431 for legal advice, discussion and possible approval of the appointment of the Arizona Attorney General's Office, and assistant A.G. Kenneth Love, to represent Apache County in Case No. TX2014-000121 involving a valuation dispute between Transwestern Pipeline Company and Apache County along with co-defendants, the Arizona Department of Revenue and several other counties in regards to certain centrally valued property. This is the most recent tax year's lawsuit, the Attorney General already represents the County in cases for several other tax years between the same parties.

*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: 2/12/14 at 2:00 a.m. (p.m.) by DB

  
Delwin Wengert, Clerk of the Board



**BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM**

Submitter's Name: Apache County Library District

Date: 02/08/2014 Signature: Judith M. Pepple

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

**Discussion and possible approval of the Strategic Plan for the Sanders Public Library.**

Date & Time Needed: February 18, 2014

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

Legal Review: Sent to Joseph Young for review

Signature: Joseph Young

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

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

Purchasing Review: \_\_\_\_\_

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

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

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

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

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

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

**BOARD ACTION TAKEN**

//Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

Signature Clerk of Board

**2013  
Strategic Planning  
Committee Members**

*Ashley Ashley*

*Paul Beasley*

*Karen Constance*

*Ardis Dennison*

*Ben Files*

*Scottie Miller*

*David Murray*

*Melissa Thomas*

*Anita Watchman*

*Judge Jay Yellowhorse*

**Sanders Public  
Library**



P.O. Box 1000  
(Off I-40, Exit 339 North,  
Frontage Road East)  
Sanders, Arizona  
86512-1000

Phone: 928-688-2677

Fax: 928-688-2677

[www.apachecountylibraries.com](http://www.apachecountylibraries.com)

Library Hours

Monday—Thursday,  
12:00—6:00 p.m.  
(Arizona Time)

Library Staff

Tresa Cox, Library Manager  
[tcox@co.apache.az.us](mailto:tcox@co.apache.az.us)

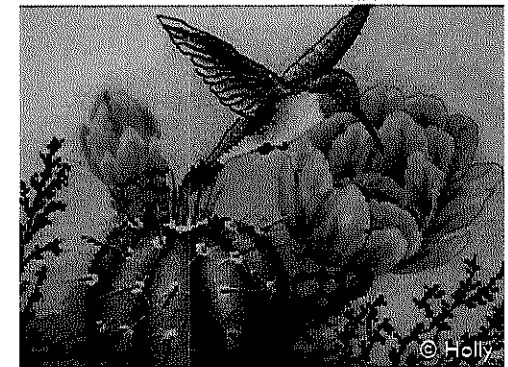
Melissa Thomas,  
Library Specialist I  
[mthomas@co.apache.az.us](mailto:mthomas@co.apache.az.us)

Thelma Becenti,  
Library Specialist I  
[tbcenti@co.apache.az.us](mailto:tbcenti@co.apache.az.us)



A branch of the Apache  
County Library District

**Sanders  
Public Library  
Strategic Plan  
2014-2017**



*Our Mission Statement*

*Within a comfortable and inviting  
setting, Sanders Public Library will  
provide programs and resources  
supporting literacy, career selection, and  
cultural appreciation of the Sanders  
community.*

# Plan Goals & Objectives

## Create Young Readers

*Children from birth to five years of age will have programs and services that support their preparation to successfully and confidently enter school.*

1. Sanders Public Library will have a monthly preschool story time that helps to develop language skills and a love for reading.
2. The number of story time attendees will increase by 20% each year of years 2014-2017.
3. Sanders Public Library will offer quarterly early literacy workshops that train parents and caregivers to use brain boxes for early childhood reading activities.
4. The number of parents/caregivers attending early literacy workshops will increase by 20% each year of years 2014-2017.
5. Sanders Public Library will increase the number of level readers in the collection by 30% each year of the plan.
6. The circulation of board books and easy reading materials will increase by 40% in 2015 and 20% in 2016-2017.

## Visit a Comfortable Place

*Children birth to ten years of age and their parents/caregivers will have a comfortable, child friendly place where children can explore, learn and express creativity.*

1. During the three years of the plan, Sanders Public Library will remodel the children's area to give it a more comfortable and child friendly atmosphere.
2. Sanders Public Library will establish a "Creation Station", (a cabinet housing arts and crafts materials) within the children's space where parents/caregivers and children can be creative and explore, based upon a story time theme.
3. A survey will be conducted at the end of the first year of the plan to those who used the children's space asking whether they found the space to be an inviting, comfortable place to learn, explore and be creative.
4. Sanders Public Library will color code the easy collection to make it simpler for children and parents/caregivers to find the books they want.
5. The circulation of color coded books will increase by 50% the first year of the plan and increase 20% each year 2015-2017.

## Learn to Read and Write

*Adults and teens will have access to print and media resources for developing literacy skills.*

1. Sanders Public Library will collaborate with the School District and community organizations to inform the public of local programs, classes and activities through flyers, radio announcements and online advertisements.

2. Each year of the plan, the library will increase the collection of materials related to adult and teen literacy by 50 items FY 2014-2015 and 25 items each year FY 2015-2017.
3. The circulation of literacy development materials will increase by 10% FY 2014-2015, by 15% FY 2015-2016, and 20% FY 2016-2017.

## Make Career Choices

*Adults and teens will be provided services and resources to make informed job and career choices.*

1. Sanders Public Library will offer weekly open computer times for individual assistance with online applications, resumes, and job searching.
2. The number of attendees at the open computer times will increase by 10% FY 2015, 2016 and 2017.
3. Sanders Public Library will network with the high school and community organizations to publicize local, regional and national job fair and employment opportunities.

## Celebrate Diversity

*Sanders Public Library will provide the Sanders community with information and resources about its cultural heritage.*

1. Sanders Public Library will coordinate with local entities to publicize area cultural events online, through print and audio resources.
2. In addition to enhancing the number and quality of Dine' Collection materials, the Sanders Public Library will expand the Southwest Collection to include more resources about other locally based tribes and cultures.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Jail District

Date: 02/18/14

Signature:

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

Request approval to increase the salaries of Jail LPN'S Michelle Johnson and Kyler Merrill to \$20.00 per hour. This rate is a match to the ACSO Contract Jail Nurse salaries, which they both previously held. Both are fully trained and functioning Jail Nurses. This increase will still allow for a \$7,477.00 annual savings per LPN.

Date & Time Needed:

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

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

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

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

Signature:

Purchasing Review: \_\_\_\_\_

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

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

Signature:

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

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

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

BOARD ACTION TAKEN

//Approved //Disapproved //Deleted //Continued to: \_\_\_\_\_

Signature Clerk of Board

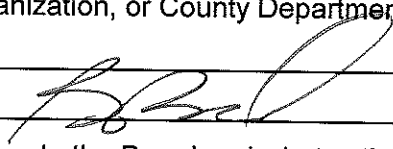
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 2/10/14



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

Discussion and possible action related to the possible formation of the Grover's Hill Irrigation District.

BOS Meeting Date Requested 2/18/14

PRE-AGENDA ITEM REVIEW

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

Legal Review: See attached email for approval

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

## Beth Bond

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**From:** Michael B. Whiting <MWhiting@apachelaw.net>  
**Sent:** Wednesday, February 12, 2014 11:50 AM  
**To:** Beth Bond; Joe Young  
**Subject:** RE: one more please...

Looks fine this is an electronic signature

**Michael B. Whiting**  
Apache County Attorney  
[mwhiting@apachelaw.net](mailto:mwhiting@apachelaw.net)  
\*

Please be aware that this email and any response may be subject to a public records request!  
The information contained in this electronic mail message is confidential information intended only for the use of the individual or entity named above, and may be privileged. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (928-337-7560), and delete the original message.

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**From:** Beth Bond [<mailto:bbond@co.apache.az.us>]  
**Sent:** Wednesday, February 12, 2014 11:47 AM  
**To:** Joe Young  
**Subject:** one more please...

Please sign and return..thanks!

*Beth Bond*

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

Published in the White Mountain Independent  
 January 17, January 24, January 31, February  
 7, 2014  
 WMI B054, A, 4x, 1/17, 1/24, 1/31, 2/7/14e

**Notice of Public Hearing**  
 The Apache County Board of Supervisors will hold a public hearing for discussion and possible approval of the proposed Grover's Hill Irrigation District. The public hearing will be on February 18, 2014 at 8:30 a.m. at the Apache County Board of Supervisors' meeting room, County Annex building, 75 West Cleveland Street in St. Johns Arizona. The public may view the proposed district boundaries anytime between 6:30 a.m. and 6:30 p.m. Mon-Thurs. In the County Manager's Office, 75 W. Cleveland Street in St. Johns, or on the Apache County website at [co.apache.az.us](http://co.apache.az.us). The approximate area of the boundaries of the proposed District is set for in metes and bounds and makes up 1.91 Acres part of Lyman Water Company (Parcel No. 202-11-003) Commencing at the southwest corner of Section 7, Township 12 North, Range 28 East, of the Gila and Salt River Base and Meridian, Apache County, Arizona, THENCE North 49° 46' 30" East 2,024.4 feet to the TRUE POINT OF BEGINNING; THENCE South 88° 34' East along a fence 450.2 feet; THENCE North 24° 53' West 82.9 feet; THENCE North 57° 28' West 445.3 feet; THENCE North 31° 17' West 67.0 feet; THENCE South 0° 47' West along a fence 360.8 feet to the TRUE POINT OF BEGINNING. Said tract is situated in the SW NE SW of the above-named section and comprised of an area of 1.91 acres, more or less. Parcel 2 0.69 Acres 1 Lyman Mutual Ditch Company A parcel of land located in the northwest quarter of Section 29, Township 13 North, Range 28 East, Gila and Salt River Base and Meridian St. Johns, Apache County, Arizona, being more particularly described as follows: Commencing at the aluminum cap, LS 15928, marking the northwest corner of said Section 29, which bears North 00° 02' 37" West a distance of 2635.83 feet from the west quarter corner of said Section 29, marked by a mag nail and shiner in asphalt, LS 15928, and being the basis of this description; THENCE South 00° 02' 37" East, along the section line, a distance of 1297.96 feet; THENCE North 88° 20' 28" East a distance of 25.01 feet to a point on the east right-of-way of 24th West and the POINT OF BEGINNING; THENCE continuing North 88° 20' 28" East, along an existing fence, a distance of 300.00 feet; THENCE South 00° 02' 37" East a distance of 18.98 feet; THENCE North 88° 20' 28" East a distance of 248.90 feet; THENCE North 00° 03' 41" West a distance of 12.00 feet to an existing fence; THENCE North

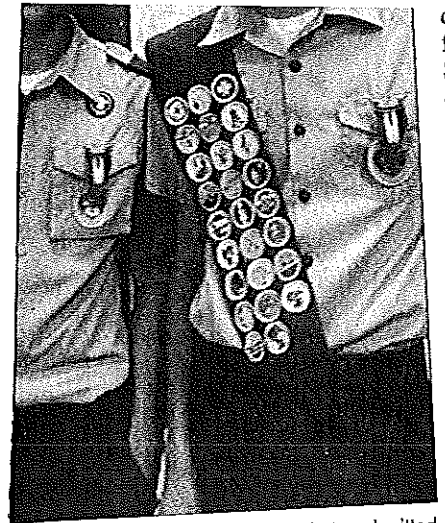


Photo submitted

## 3 honored

Blake Mullenau received their Eagle Award, the highest honor a student can receive. These young men are students at St. Johns. They worked very hard to receive this award. They have earned \$500 each from the age of 12 years old.

decisions in the forest and the public Sitgreaves National collaboratively with to integrate management and protection into management, inch protection.

In partnership with contractors, the I has reduced excess mechanical treatment 70,000 acres near so, Springerville, I since White Mountain ship started. In La Mesa Ranger District Service has met over 7,500 acres. About 8,000 acres have been or planned for salvage. The vice has treated over 100,000 acres of hazardous fuel prescribed burns.

# Pub

7-5721 • SNOWFLAKE 536-2779

82° 55' 21" West, along said fence, a distance of 47.56 feet; THENCE North 37° 28' 00" West, along said fence, a distance of 123.00 feet; THENCE South 88° 20' 28" West a distance of 126.90 feet; THENCE South 00° 02' 37" East a distance of 70.03 feet; THENCE South 88° 20' 28" West a distance of 300.00 feet to a point on the east right-of-way of 24th West; THENCE South 00° 02' 37" East a distance of 30.01 feet to the POINT OF BEGINNING. Said parcel contains 0.69 acres, more or less. Subject to easements, rights -of-way, and restrictions of record.

Published in the White Mountain Independent  
 February 7, February 14, 2014  
 WMI B067, A, 2x, 2/7, 2/14/14e

Trustee Sale No. 13-00053-23 Loan No: 0608094322 NOTICE OF TRUSTEE'S SALE  
 The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust dated June 25, 2008, and recorded on July 7, 2008, as Instrument No. 2008-005158 of Official Records in the office of the Recorder of Apache County, Arizona at public auction to the highest bidder on the front steps to the County Courthouse 70 West 3rd South Street St. Johns, AZ on April 29, 2014 at 11:00 AM on said day, THE WEST HALF OF LOT 3, BLOCK 10, JARVIS ADDITION TO THE ST. JOHNS TOWNSITE, AS SHOWN ON PLAT RECORDED IN BOOK 1, PAGE 9, RECORDS OF APACHE COUNTY, ARIZONA The street address and other common designation, if any of the real property described above is purported to be: 385 WEST 3RD SOUTH, Saint Johns, AZ Tax Parcel Number: 203-32-022 Original Principal Balance \$119,500.00 Name and address of original Trustor David C Elmore, A Married Man, As His Sale & Separate Property 385 W 3RD SOUTH

2/7/14  
 WMI

## Notice of Public Hearing

The Apache County Board of Supervisors will hold a public hearing for discussion and possible approval of the proposed Grover's Hill Irrigation District. The public hearing will be on February 18, 2014 at 8:30 a.m. at the Apache County Board of Supervisors' meeting room, County Annex building, 75 West Cleveland Street in St. Johns Arizona. The public may view the proposed district boundaries anytime between 6:30 a.m. and 5:30 p.m. Mon-Thurs. in the County Manager's Office, 75 W. Cleveland Street in St. Johns, or on the website at [co.apache.az.us](http://co.apache.az.us)

The approximate area of the boundaries of the proposed District is set for in metes and bounds to wit: grovers Hill EXHIBIT "A" to Petition to form Grover's Hill Irrigation District Parcel 1 1.91 Acres | Lyman Water Company (Parcel No. 202-11-003) Commencing at the southwest corner of Section 7, Township 12 North, Range 28 East, of the Gila and Salt River Base and Meridian, Apache County, Arizona, THENCE North 49° 46' 30" East 2,024.4 feet to the TRUE POINT OF BEGINNING; THENCE South 88° 34' East along a fence 450.2 feet; THENCE North 24° 53' West 82.9 feet; THENCE North 57° 28' West 445.3 feet; THENCE North 31° 17' West 67.0 feet; THENCE South 0° 47' West along a fence 360.8 feet to the TRUE POINT OF BEGINNING. Said tract is situated in the SW NE SW of the above-named section and comprised of an area of 1.91 acres, more or less. Parcel 2 0.69 Acres | Lyman Mutual Ditch Company A parcel of land located in the northwest quarter of Section 29, Township 13 North, Range 28 East, Gila and Salt River Base and Meridian St. Johns, Apache County, Arizona, being more particularly described as follows: Commencing at the aluminum cap, LS 15928, marking the northwest corner of said Section 29, which bears North 00° 02' 37" West a distance of 2635.83 feet from the west quarter corner of said Section 29, marked by a mag nail and shiner in asphalt, LS 15928, and being the basis of this description; THENCE South 00° 02' 37" East, along the section line, a distance of 1297.96 feet; THENCE North 88° 20' 28" East a distance of 25.01 feet to a point on the east right-of-way of 24th West and the POINT OF BEGINNING; THENCE continuing North 88° 20' 28" East, along an existing fence, a distance of 300.00 feet; THENCE South 00° 02' 37" East a distance of 18.98 feet; THENCE North 88° 20' 28" East a distance of 248.90 feet; THENCE North 00° 03' 41" West a distance of 12.00 feet to an existing fence; THENCE North 82° 55' 21" West, along said fence, a distance of 47.56 feet; THENCE North 37° 28' 00" West, along said fence, a distance of 123.00 feet; THENCE South 88° 20' 28" West a distance of 126.90 feet; THENCE South 00° 02' 37" East a distance of 70.03 feet; THENCE South 88° 20' 28" West a distance of 300.00 feet to a point on the east right-of-way of 24th West; THENCE South 00° 02' 37" East a distance of 30.01 feet to the POINT OF BEGINNING. Said parcel contains 0.69 acres, more or less. Subject to easements, rights -of-way, and restrictions of record.

Please run in legal section February 7, and February 14, 2014.

BROWN & BROWN LAW OFFICES, P.C.  
POST OFFICE BOX 1890  
ST. JOHNS, AZ 85936  
928-337-4225

NATIONAL BANK OF ARIZONA  
91-532/1221

18600

1/14/2014

PAY TO THE ORDER OF Apache County Board of Supervisors

\$ \*\*2,500.00

Two Thousand Five Hundred and 00/100\*\*\*\*\* DOLLARS

Apache County Board of Supervisors

*Kristina*

MEMO

⑈018600⑈ ⑆122105320⑆ 0318001914⑈

BROWN & BROWN LAW OFFICES, P.C.

18600

Apache County Board of Supervisors

bond - Grover's Hill Irrigation District

1/14/2014

2,500.00

NBA

2,500.00

BROWN & BROWN LAW OFFICES, P.C.

18600

Apache County Board of Supervisors

bond - Grover's Hill Irrigation District

1/14/2014

2,500.00

NBA

2,500.00

Details on Back  
MP  
IntelliCheck™ Secure Check

**PETITION FOR THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA TO  
ESTABLISH GROVER'S HILL IRRIGATION DISTRICT**

Pursuant to Chapter 19 of Title 48 of Arizona Revised Statutes, the undersigned real property owners ("Petitioners") hereby petition the Board of Supervisors of Apache County, Arizona ("the County"), to conduct a public hearing on this Petition ("this Petition") and after said hearing, to enter a final order ("Resolution") forming an irrigation district.

1. Petitioners propose to organize an irrigation district to be named "Grover's Hill Irrigation District" ("the District").
2. The District is necessary to provide water and acquire power at a reasonable cost.
3. The District will maintain all existing improvements, including easements and right-of-ways, which are used to serve water, at a reasonable cost, to property within the District's boundaries and to adjacent lands having contracts with the District, thus benefitting public convenience and welfare. If necessary, the District will also construct new improvements or replace the existing improvements that are used to provide power to operate groundwater wells and other facilities in order to distribute and serve water, at a reasonable cost, to property within the District's boundaries and to adjacent lands having contracts with the District.
4. Petitioners propose that the District's boundaries within the County are delineated by legal descriptions in Exhibit A and as set forth in maps attached as Exhibit B. The estimated acreage within these boundaries is three (3) acres.
5. The improvements include all existing facilities and facilities that may be constructed in the future that are necessary to provide water for the land within the boundaries of the District and to adjacent lands that have water delivery contracts with the District. These facilities may include, but are not limited to, wells, pumps, ditches, pipelines, electrical power lines and distribution equipment, easements, right-of-ways and water treatment facilities.
6. The District shall be a special purpose county improvement district and a municipal corporation for all applicable purposes.
7. Petitioners acknowledge that the formation of the District may result in the levy of ad valorem taxes, assessments and other charges to pay the costs of improvements constructed or acquired by the District and for their operation and maintenance, and



14. Petitioners, which are the only two landowners within the proposed District, request that after the public hearing, the Board of Supervisors approve the District proposed in this Petition and upon such approval, that the Board of Supervisors declare this Petition to be a *de facto* election for the formation of the District and approval of the initial Board of Directors of the District.

WHEREAS, the Petitioners represent and understand that this Petition constitutes a binding obligation and that this Petition has been validly authorized and executed.

WHEREAS, this Petition is signed by all of the persons and/or entities owning real property within the proposed District boundaries, representing all possible electors and all property owners.

THEREFORE, Petitioners request that this Petition be properly filed as provided by law, that the Board of Supervisors orders a hearing on this Petition and after the hearing has been conducted as provided by law, that the Board of Supervisors approves the formation of Grover's Hill Irrigation District; and

THEREFORE, Petitioners further request that after the approval of the formation of Grover's Hill Irrigation District, that the Board of Supervisors resolves that since the Petition serves as a *de facto* election of all landowners, that the Board of Supervisors orders the establishment of the District without the need for an additional election.

SUBMITTED BY the parties listed below, representing all of the landowners within the proposed District.

#### SIGNATURES OF LANDOWNERS

LYMAN WATER COMPANY, an  
Arizona non-profit corporation

Signed: 1/6, 2014

By: Jim Hauser  
Jim Hauser, President

LYMAN MUTUAL DITCH  
COMPANY, an Arizona non-profit  
corporation

Signed: 1/6, 2014

By: Jim Hauser  
Jim Hauser, President

EXHIBIT "A"  
to Petition to form Grover's Hill Irrigation District

Parcel 1

1.91 Acres | Lyman Water Company (Parcel No. 202-11-003)

Commencing at the southwest corner of Section 7, Township 12 North, Range 28 East, of the Gila and Salt River Base and Meridian, Apache County, Arizona,

THENCE North 49° 46' 30" East 2,024.4 feet to the TRUE POINT OF BEGINNING;

THENCE South 88° 34' East along a fence 450.2 feet;

THENCE North 24° 53' West 82.9 feet;

THENCE North 57° 28' West 445.3 feet;

THENCE North 31° 17' West 67.0 feet;

THENCE South 0° 47' West along a fence 360.8 feet to the TRUE POINT OF BEGINNING.

Said tract is situated in the SW NE SW of the above-named section and comprised of an area of 1.91 acres, more or less.

Parcel 2

0.69 Acres | Lyman Mutual Ditch Company

A parcel of land located in the northwest quarter of Section 29, Township 13 North, Range 28 East, Gila and Salt River Base and Meridian St. Johns, Apache County, Arizona, being more particularly described as follows:

Commencing at the aluminum cap, LS 15928, marking the northwest corner of said Section 29, which bears North 00° 02' 37" West a distance of 2635.83 feet from the west quarter corner of said Section 29, marked by a mag nail and shiner in asphalt, LS 15928, and being the basis of this description;

THENCE South 00° 02' 37" East, along the section line, a distance of 1297.96 feet;

THENCE North 88° 20' 28" East a distance of 25.01 feet to a point on the east right-of-way of 24th West and the POINT OF BEGINNING;

THENCE continuing North 88° 20' 28" East, along an existing fence, a distance of 300.00 feet;

THENCE South 00° 02' 37" East a distance of 18.98 feet;

THENCE North 88° 20' 28" East a distance of 248.90 feet;

THENCE North 00° 03' 41" West a distance of 12.00 feet to an existing fence;

THENCE North 82° 55' 21" West, along said fence, a distance of 47.56 feet;

THENCE North 37° 28' 00" West, along said fence, a distance of 123.00 feet;

THENCE South 88° 20' 28" West a distance of 126.90 feet;

THENCE South 00° 02' 37" East a distance of 70.03 feet;

THENCE South 88° 20' 28" West a distance of 300.00 feet to a point on the east right-of-way of 24th West;

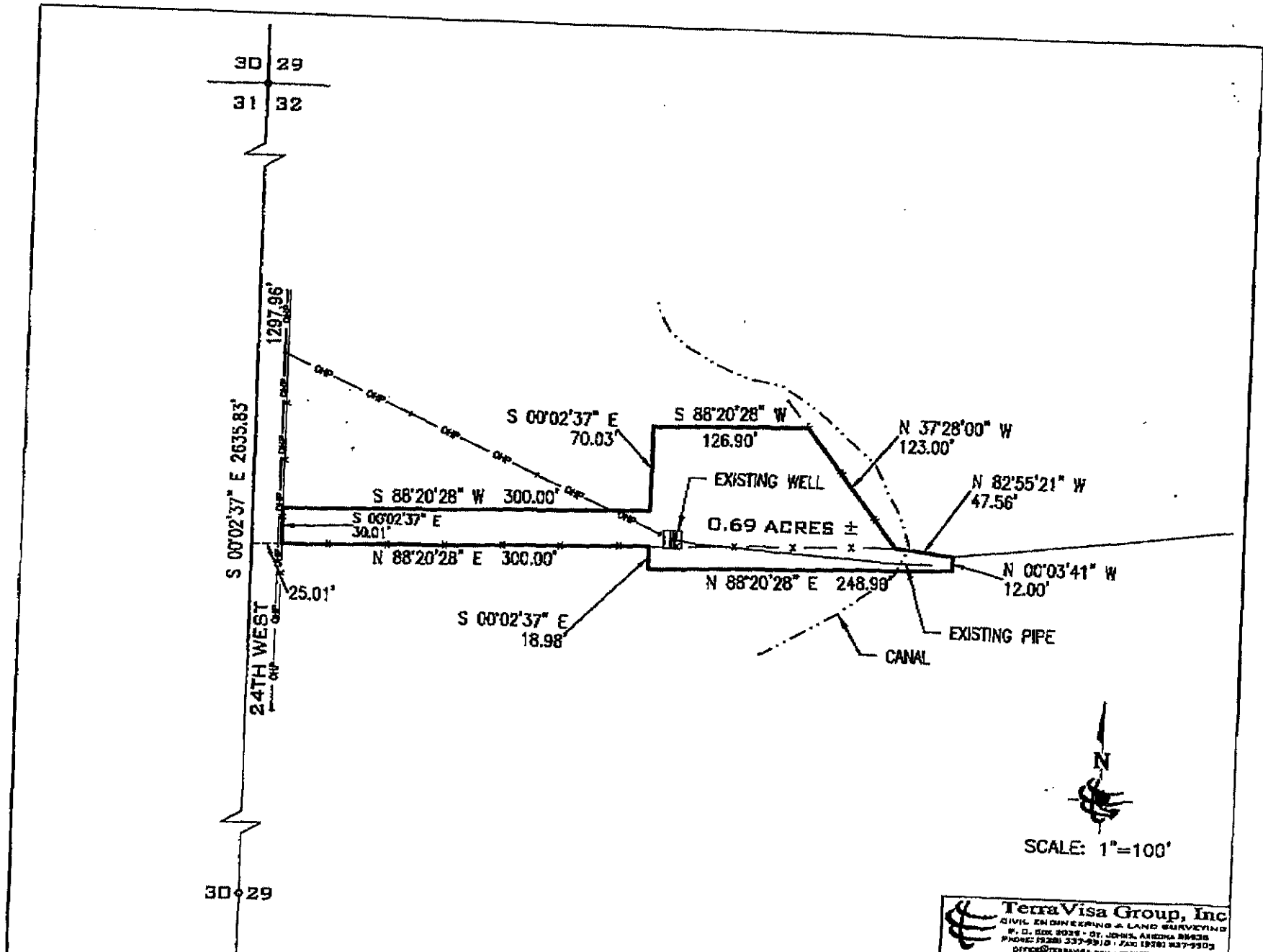
THENCE South 00° 02' 37" East a distance of 30.01 feet to the POINT OF BEGINNING.

Said parcel contains 0.69 acres, more or less.

Subject to easements, rights -of-way, and restrictions of record.

EXHIBIT "B"  
to Petition to form Grover's Hill Irrigation District

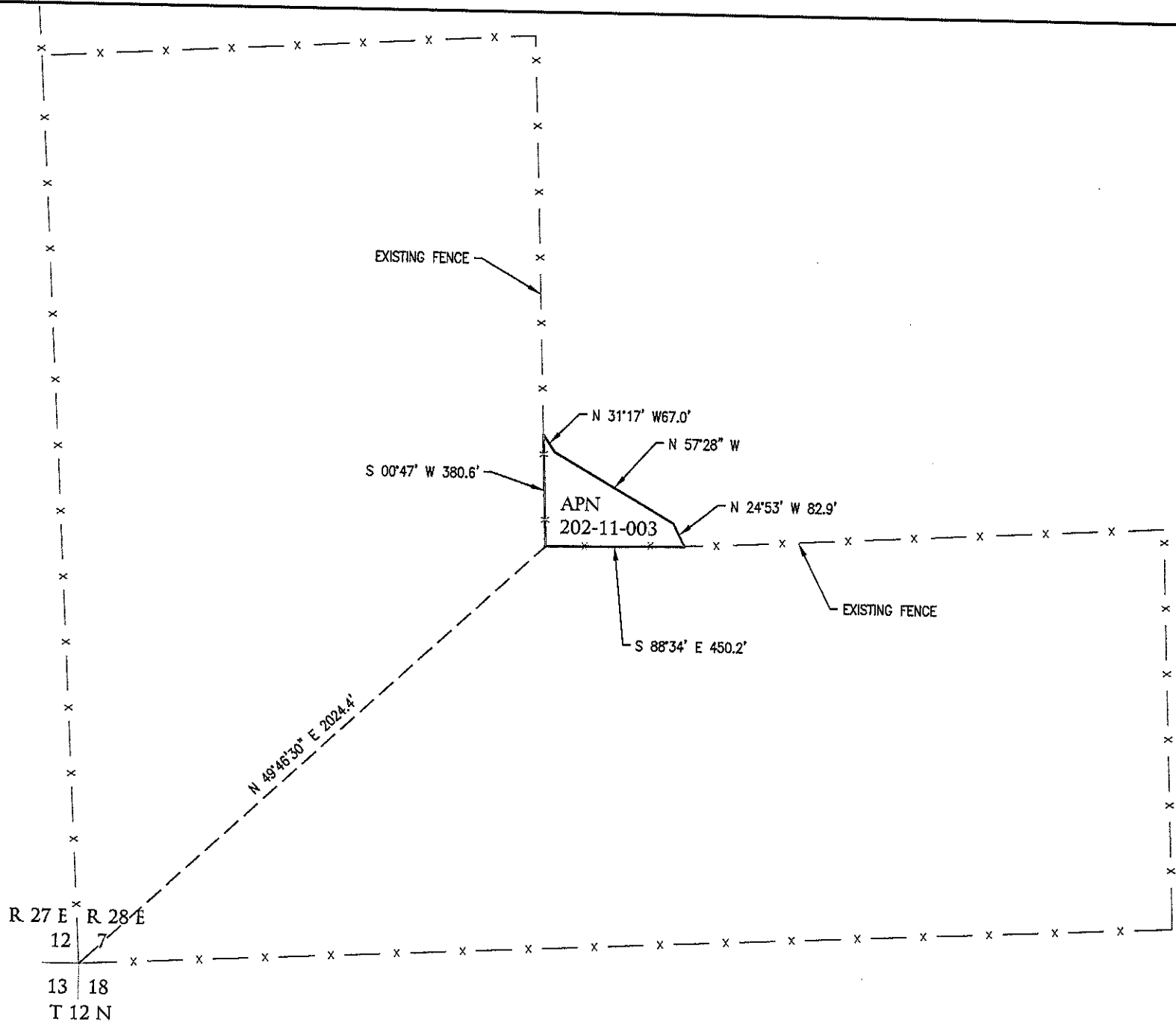
Maps



SCALE: 1"=100'

**TerraVisa Group, Inc**  
 CIVIL ENGINEERING & LAND SURVEYING  
 P. O. BOX 8088 - ST. JOHNS, ARIZONA 85208  
 PHONE: (928) 337-9919 - FAX: (928) 337-9903  
 OFFICE@TERRAVISA.GROUP - WWW.TERRAVISA.GROUP

**EXHIBIT**



R 27 E R 28 E  
 12 7  
 13 18  
 T 12 N



**J. MARBLES LAND SURVEYING, LLC**  
*"ridiculum aspiciens superciliosum"*  
 P. O. Box 2039 · St. Johns, Arizona 85936 · Cell: (928) 245.7040 · jmls2013@gmail.com  
 Soil Investigations for Standard Septic Systems · FEMA Flood Plain Certifications · Boundary & Land Division Surveys ·  
 Topographical & ALTA Surveys · Aerial Control & Site Control Surveys · GIS Services · 3D Laser Scanning

**EXHIBIT**

OF ASSessor'S PARCEL #202-11-003  
 LOCATED IN THE SW ¼, NE ¼, SW ¼, SECTION 7, TOWNSHIP 12  
 NORTH, RANGE 28 EAST, GADSDEN, APACHE COUNTY, ARIZONA

RECORD CREATED AT THE REQUEST OF		ZYEMAN WATER COMPANY
REVISION DATE	DESCRIPTION	
REVISION DATE	DESCRIPTION	
FILE	EXHIBIT 202-11-003.dwg	
DRAWN BY	SAW	REVIEWED BY
		SAW
1		OF 1

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, ESTABLISHING "GROVER'S HILL IRRIGATION DISTRICT" PURSUANT TO TITLE 48, CHAPTER 19 OF THE ARIZONA REVISED STATUTES

WHEREAS, landowners in Apache County, Arizona (collectively, "Petitioners"), have petitioned the Board of Supervisors for the creation of an irrigation district ("the proposed district"); and

WHEREAS, pursuant to A.R.S. § 48-2905(A), all of the persons owning real property within the limits of the proposed district have signed the Petition for the Board of Supervisors of Apache County, Arizona, to Establish Grover's Hill Irrigation District ("the Petition"); and

WHEREAS, all landowners within the proposed district have been identified pursuant to A.R.S. § 48-2905(A); and

WHEREAS, the Petition includes the signatures of two (2) owners of the parcels of land located within the boundaries of the proposed district, representing one hundred percent (100%) of the owners of lands within the boundaries of the proposed district; and

WHEREAS, the Board of Supervisors has accepted the validity of the signatures to the Petition pursuant to A.R.S. § 48-2908; and

WHEREAS, the Petition meets all statutory requirements pursuant to A.R.S. § 48-2905 *et seq.*, and A.R.S. § 48-2915, including the identification of boundaries and acreage of the proposed district, which shall not be divided into divisions; and

WHEREAS, pursuant to A.R.S. § 48-2907, § 48-2908 and § 48-2909, a public hearing was held before the Board of Supervisors on \_\_\_\_\_, 2014; and

WHEREAS, the Board of Supervisors considered the Petition, the statements of the Petitioners and all objections to the Petition; and

WHEREAS, the Board determined that the respective interests of the County and the landowners within the proposed district will both be promoted by the establishment of Grover's Hill Irrigation District and announced its determination at the public hearing.

NOW, THEREFORE, BE IT RESOLVED:

1. THAT the Apache County Board of Supervisors does hereby create and establish Grover's Hill Irrigation District;

2. THAT Grover's Hill Irrigation District's boundaries shall include all of the real property within the lands described on the attached Exhibit "A" and shown on the maps that are attached as Exhibit "B" to this Resolution;
3. THAT Grover's Hill Irrigation District shall consist of one division, with a three-member board of directors who shall be elected at large pursuant to A.R.S. § 48-2915;
4. THAT the Board of Supervisors determines pursuant to its powers granted in A.R.S. § 11-251 that the Petition serves as a *de facto* election by all parties owning land within the boundaries of Grover's Hill Irrigation District; and
5. THAT Grover's Hill Irrigation District shall be a special purpose district and a municipal corporation for all applicable purposes. These purposes consist of, but are not limited to, the purposes prescribed in A.R.S. § 48-2901 and all other powers described in A.R.S. Title 48, Chapter 19, Irrigation and Water Conservation Districts. These powers also include the power to levy ad valorem taxes, assessments, and other charges to pay the costs of improvements constructed or acquired by Grover's Hill Irrigation District and for their operation and maintenance. These powers also include the power to enact ordinances, resolutions and other laws of the district to which property owners will be subject.

BE IT FURTHER RESOLVED that the initial Board of Directors of Grover's Hill Irrigation District shall consist of the following individuals, all of whom are qualified electors of the State of Arizona and representatives of owners of real property within Grover's Hill Irrigation District:

Tim Raban	Post Office Box 1071 St. Johns, Arizona 85936
-----------	--

Norman Brown	Post Office Box 1850 St. Johns, Arizona 85936
--------------	--

Roger Heap	Post Office Box 492 St. Johns, Arizona 85936
------------	---

BE IT FURTHER RESOLVED that this Resolution shall serve as a canvassing of the election of all qualified electors in Grover's Hill Irrigation District who have unanimously approved the creation and organization of Grover's Hill Irrigation District and the initial Board of Directors of Grover's Hill Irrigation District.

PASSED, ADOPTED and APPROVED at St. Johns, Arizona, on \_\_\_\_\_, 2014.

APACHE COUNTY BOARD OF SUPERVISORS

By \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board



IT IS ORDERED that the lands and the owners of lands within the boundaries of the District be subject to the ordinances, resolutions and other laws of the District.

The Clerk of the Board of Supervisors shall immediately cause a copy of this Order and the map attached hereto to be recorded in the Office of the Recorder of Apache County, Arizona.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APACHE COUNTY BOARD OF SUPERVISORS

By \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Rec'd  
1/6/13  
DB

**BROWN & BROWN LAW OFFICES, P.C.**  
A PROFESSIONAL CORPORATION  
OF ATTORNEYS

POST OFFICE BOX 1890  
128 EAST COMMERCIAL  
ST. JOHNS, ARIZONA 85936  
(928) 337-4225  
(928) 337-4547 (FAX)  
<http://www.b-b-law.com>

DAVID A. BROWN  
DOUGLAS E. BROWN  
NICK D. PATTON

SENDER'S EMAIL: [david@b-b-law.com](mailto:david@b-b-law.com)

**MEMORANDUM**

**TO:** Apache County Board of Supervisors and County Attorney  
**FROM:** David A. Brown  
**DATE:** January 3, 2014  
**SUBJECT:** Legal and Practical Considerations with respect to the  
Formation of the Grover's Hill Irrigation District

---

**INTRODUCTION.**

Petitioners LYMAN WATER COMPANY, an Arizona non-profit corporation, and LYMAN MUTUAL DITCH COMPANY, an Arizona non-profit corporation, will be filing a Petition (herein so called) with the Apache County Board of Supervisors to create an irrigation district ("ID") called Grover's Hill Irrigation District (herein so called) in Apache County. The purpose of this memorandum is to assist the Board of Supervisors in its consideration of the Petition by explaining the legal requirements for establishing an ID and to provide an overview of the documentation that the Petitioners (herein so called) are prepared to provide the Board of Supervisors. The Petitioners are the only landowners and potential voters within the proposed district. The purpose of the ID is to provide pumped irrigation water to adjacent irrigated lands through a water delivery contract.

**DISCUSSION.**

"Irrigation districts . . . derive their powers from the constitution and statutes of Arizona." *Hohokam Irrigation & Drainage Dist. v. Ariz. Pub. Serv. Co.*, 204 Ariz. 394, 397, 64 P.3d 836, 839 (2003). The creation of an irrigation district is likewise governed by statute.

**I. THE PROCEDURE FOR CREATING AN ID.**

An ID is formed by a majority of property owners in the area of the proposed district signing and submitting a petition to the Board of Supervisors of the county in which the district will be located. A.R.S. § 48-2905(A). The petition must state “a general description of the boundaries, an estimate of the total acreage . . . , the number of directors . . . and the means to supply water for irrigation of the lands.” A.R.S. § 48-2905(B).

A majority of the landowners of lands within the proposed district may petition the Board of Supervisors for the creation of an ID and in the petition, they must reference the lands to which they hold title. The Arizona Revised Statutes lists the steps that must be taken by the Petitioners and the Board of Supervisors, which include:

- Step 1. At the time of filing the Petition, Petitioners must purchase a bond in double the amount of the probable cost of organizing the proposed district which is conditioned upon the payment to the county of all expenses incurred by the Board of Supervisors. A.R.S. § 48-2906(A). The probable costs involving publishing of notices and ballots as described in the statutes and this memorandum. Please advise us of the amount of the bond and we will provide a check.
- Step 2. When the Petition has been filed and the bond approved, the Board of Supervisors must set a date for a public hearing on the petition that is not less than three weeks but not more than seven weeks after the petition is filed. A.R.S. § 48-2907.
- Step 3. The Board of Supervisors must publish notice of the hearing for two weeks in a local newspaper. A.R.S. § 48-2907.  
  
Two weeks before the hearing, the Board of Supervisors requires the posting of copies of the Petition and notice of hearing in three or more conspicuous places in the proposed district. A.R.S. § 48-2907. As directed, Petitioners will post the notices of hearing and Petition, and will submit an affidavit of posting together with photos of the three or more posting locations.
- Step 4. Affidavits must be filed with the Board of Supervisors proving that the Petition was signed by the petitioners named therein and that notice of the hearing was published and posted. A.R.S. § 48-2908.
- Step 5. A hearing on the Petition shall take place at the time and date previously set forth by the Board of Supervisors, which hearing may

be adjourned from time to time but which cannot exceed three weeks. A.R.S. § 48-2909(A).

- Step 6. The Board of Supervisors shall issue its order granting the proposed district, designating the name of the district, designating the lands of the proposed district and addressing such other issues described in A.R.S. § 48-2909(B), and once approved by the Board of Supervisors, the proposed district must be approved by the landowners within the boundaries of the proposed district in an election as set forth in the statutes.
- Step 7. If the proposed district is approved, the Board of Supervisors shall order an election in which all landowners and qualified electors affected by the proposed district vote to approve the formation of the district and the initial board members.

The Petition for the Grover's Hill Irrigation District is being filed by all of the landowners and all of the qualified electors within the proposed district. There are only two landowners within the proposed district.

Title 48, Chapter 19, Article 1 of the Arizona Revised Statutes outlines the election procedures for approval of the proposed district and the initial directors. In this case, these procedures -- which involve the selection of three election judges, publishing of notices, and canvassing the election results -- would be wasteful and overdone since there are only two landowners and two qualified electors. Because the Petition is being signed by the only landowners and the only electors in the proposed district, we believe that the Board of Supervisors may determine that the Petition serves as a *de facto* election that can be approved by the Board of Supervisors. This is the procedure which was utilized by the Navajo County Board of Supervisors in 2011 for the formation of the Little Colorado Water Conservation District (*see* the order filed on August 11, 2011, at the Navajo County Recorder's Docket No. 2011-12354).

Provided that the Petition is approved, the final step in the process will be for the Board of Supervisors to issue an Order organizing the Grover's Hill Irrigation District and recording this Order with the Apache County Recorder. A.R.S. § 48-2921.

**II. APPROVAL OF THE DISTRICT; BOARD OF DIRECTORS; QUALIFIED ELECTORS.**

**A. Number of Board Members; Selection of Initial Board of Directors.**

The landowners within the district elect the initial board of directors of an ID. A.R.S. § 48-2915. The proposed district will include less than 10,000 acres of land and will therefore not be divided up into divisions.

Petitioners are requesting a three-member Board of Directors, elected at large, for the Grover's Hill Irrigation District. The names of the proposed Board of Directors are set forth in the executed Petition.

**B. Formation of District and Election of the Board of Directors.**

The Petition is being signed by the *only* owners of land within the proposed district and effectively serves as an election to form the Grover's Hill Irrigation District and the election of the initial Board of Directors.

With only three Petitioners representing the only landowners within the proposed district, the election procedures described in A.R.S. § 48-2916 et. seq. are unnecessary.

With respect to future elections of the Grover's Hill Irrigation District's Board of Directors, the landowner(s) in the district can choose between an election in which each individual or entity gets one vote or an election in which the number of acres an individual owns determines how many votes he gets. A.R.S. § 48-3041(A). In this case, Petitioners are requesting that voting be done on a per acre basis.

**C. Qualifications of Voters and Board Members.**

The Board of Directors must be made up of and voted on by "qualified electors." A.R.S. § 48-2917. Section 48-2917 states that a qualified elector must meet three requirements: (1) he must have held title to property within the district for ninety days before the election, (2) he must have resided in the county in which the district is located for at least six continuous months prior to the election and (3) he must be at least 18 years old. A.R.S. § 48-2917(A).

The statutes allow the director of a corporate entity that owns property, the executor of an estate that owns property, the guardian of a minor that owns property, a general partner of a partnership that owns property or a trustee of a trust that owns property to vote and serve as a Director on behalf of the respective corporation, estate, minor, partnership or trustee. A.R.S. §§ 48-2917(C), (E) & (F). Unlike individual landowners, such entities and their representatives do not have to be residents of the county or the district. *Porterfield*

*v. Van Boening*, 154 Ariz. 556, 563, 744 P.2d 468, 475 (Ct. App. 1987). In any event, the proposed directors named in the Petition are also directors for the corporations that own the property in the proposed district and they all live in St. Johns, Arizona.

**Conclusion.**

Arizona law provides that an ID is formed by filing a petition with the County Board of Supervisors. Petitioners represent all landowners of record and all qualified electors within the proposed Grover's Hill Irrigation District. Petitioners are requesting that the Petition serve as a *de facto* election of the only two landowners having lands within the proposed district boundaries. In accordance with Arizona law, Petitioners will be paying for a cash bond covering double the expenses anticipated for the approval of the Petition, which expenses will include the costs of publishing and posting the notice of the public hearing concerning the ID formation. Petitioners are the only landowners associated with the real property that comprises the proposed district and that their signature on the Petition meets the statutory requirements for landowner approval of the district and election of the initial board of directors. Time is of the essence for the creation of this district due to pending deadlines for federal programs advantageous to rural irrigation districts.

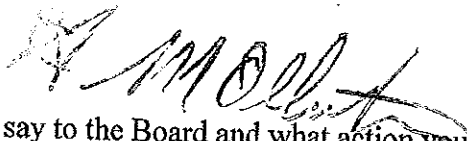
ATTACHMENTS:

- Proposed Petition
- Form of Resolution
- Form of Order

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

**Community Development Department**

Date: 2/10/2014 Signature:



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

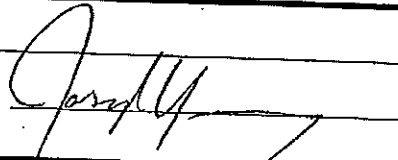
Consider and possibly approve a Reversion to Acreage for Clay Sample to combine 2 lots in Park Show Low, Unit One, Lots 97 & 98. Property is located near Vernon, AZ 106-23-097 & 106-23-098.

Date and/or Time Needed: 2/18/2014

**PRE-AGENDA ITEM REVIEW**

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

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

Signature: 

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

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

Purchasing Review: \_\_\_\_\_

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

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

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

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

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

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

**BOARD ACTION TAKEN**

// Approved // Disapproved // Deleted // Continued to: \_\_\_\_\_

Signature of Clerk of the Board: \_\_\_\_\_

## APACHE COUNTY, ARIZONA REVERSION TO ACREAGE APPLICATION

Owner/Applicant name: Clay Sample

Address: 7131 South 164<sup>th</sup> Street, Gilbert, AZ 85298

Telephone: 480-213-3924

Description of "Reversion to Acreage" requested: Consider and possibly approve a reversion to acreage for Clay Sample to combine 2 lots in Park Show Low, Unit One, Lot 97 & Lot 98. Property is located near Vernon, AZ 106-23-097 & 106-23-098.

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

Assessor's Parcel Number: 106-23-097 & 106-23-098

Legal description or location of applicable property: Sec 1 T10N R 24E

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

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

Date: 1/9/2014

Commission Action: Approved

Comments: \_\_\_\_\_

Date: 1/9/14

Planning & Zoning Commission Signature: [Signature]

Board of Supervisors Action: \_\_\_\_\_

Date: \_\_\_\_\_

County Supervisor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

County Clerk

Date: \_\_\_\_\_

State of Arizona )  
 ) ss.  
County of Apache )

## Affidavit of Publication

# White Mountain Independent

I, Sally Moreno being first duly sworn, depose and say: I am the agent of the White Mountain Publishing Company, publisher of the White Mountain Independent, a semi-weekly newspaper of general circulation published at St. Johns, County of Apache, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following date(s):

January 31, 2014

The Apache County Board of Supervisors will hold a public hearing on Tuesday February 18, 2014, at 8:30a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Board will consider and possibly approve the following items.

- Consideration and possible approval of a Reversion to Acreage for Clay Sample to combine 2 lots in Park Show Low, Unit One, Lot 97 & Lot 98. Property is located near Vernon, AZ 106-23-097 & 106-23-098.

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 236, St. Johns, AZ 85936 or send e-mail to molleton@co.apache.az.us.

Published in the White Mountain Independent  
January 31, 2014  
WMI 8076, A, 1x, 1/31/14e

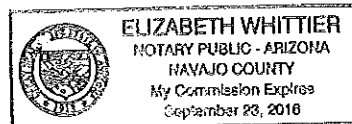
White Mountain Independent

Sally Moreno

Sworn to me this day of

January 31, 2014 A.D.

Elizabeth Whittier  
Notary Public





**LOT COMBINATIONS APPLICATION**

**APPLICANT**

Name Clay Sample  
 Mailing Address 7131 South 164th St.  
Gilbert, AZ 85298  
 Contact Person Clay Sample  
 Phone 480 213-3924 Fax \_\_\_\_\_  
 Email claysample@msn.com

**PROPERTY INFORMATION**

Assessor's Parcel #'s 106-23-097  
and 106-23-098  
 Township 10N Range 24E Section 1  
 Subdivision Park Show Low  
 Unit # One Lot # 97+98  
 Address/Location ACR 3198

**LOT COMBINATION REQUEST**

Please provide the intentions of the owner for the property.  
I would like to be able  
to build in the middle  
of the two lots

**SUBMITTAL CHECKLIST**

- Lot Combinations application.
- A non-refundable processing fee \$200.00.
- A survey map that has been prepared by a Registered Land Surveyor that shows original lot lines and revised lot lines.
- Legal description of original and revised lots and easements.
- Names and address of property owners with 300 feet of subject parcel

**CERTIFICATION & SIGNATURE**

I declare under penalty of perjury that I am the owner or authorized agent of the property subject to this request and the foregoing statements, answers and attached documents are true and correct. As the applicant for this proposal, I understand that my application is not deemed complete until the Planning Office has reviewed the application. I further understand I will be notified when my application has been deemed complete. At that time I expect that my application will be processed within a reasonable time, considering the work load of the Planning Office.

Signature of Applicant  
Clayton D Sample  
Andrew Sample Date 11/06/13

Signature of Property Owner (if not the applicant)  
 \_\_\_\_\_ Date \_\_\_\_\_

**TREASURER**

Paid/Updated Taxes  
 Signature Gwen Adams Date 2.10.14

**OFFICE USE ONLY**

Received By [Signature] Date \_\_\_\_\_  
 Receipt # \_\_\_\_\_ Fee 200  
 Reference # 2013-0000884  
 Related Cases \_\_\_\_\_

**PLANNING & ZONING ACTION**

Approved  Denied

Comments \_\_\_\_\_  
 \_\_\_\_\_  
 Signature [Signature] Date 1/9/14



**APACHE COUNTY — Planning and Zoning Department**  
P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7526 • Fax: (928) 337-7633

---

## LOT COMBINATION APPLICATION

---

Original Parcel Numbers

106-23-097

106-23-098

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Revised Parcel Number

\_\_\_\_\_

The petition of the property owner to merge the separate properties into a single legal lot of record is hereby approved by the Apache County Community Development Department. Upon recording this document, the separate real properties shall become one legal lot of record. This merger is binding upon recordation and the resulting parcel may only be divided through the formal subdivision process as required by the Apache County Community Development Department.

\_\_\_\_\_  
Community Development Director

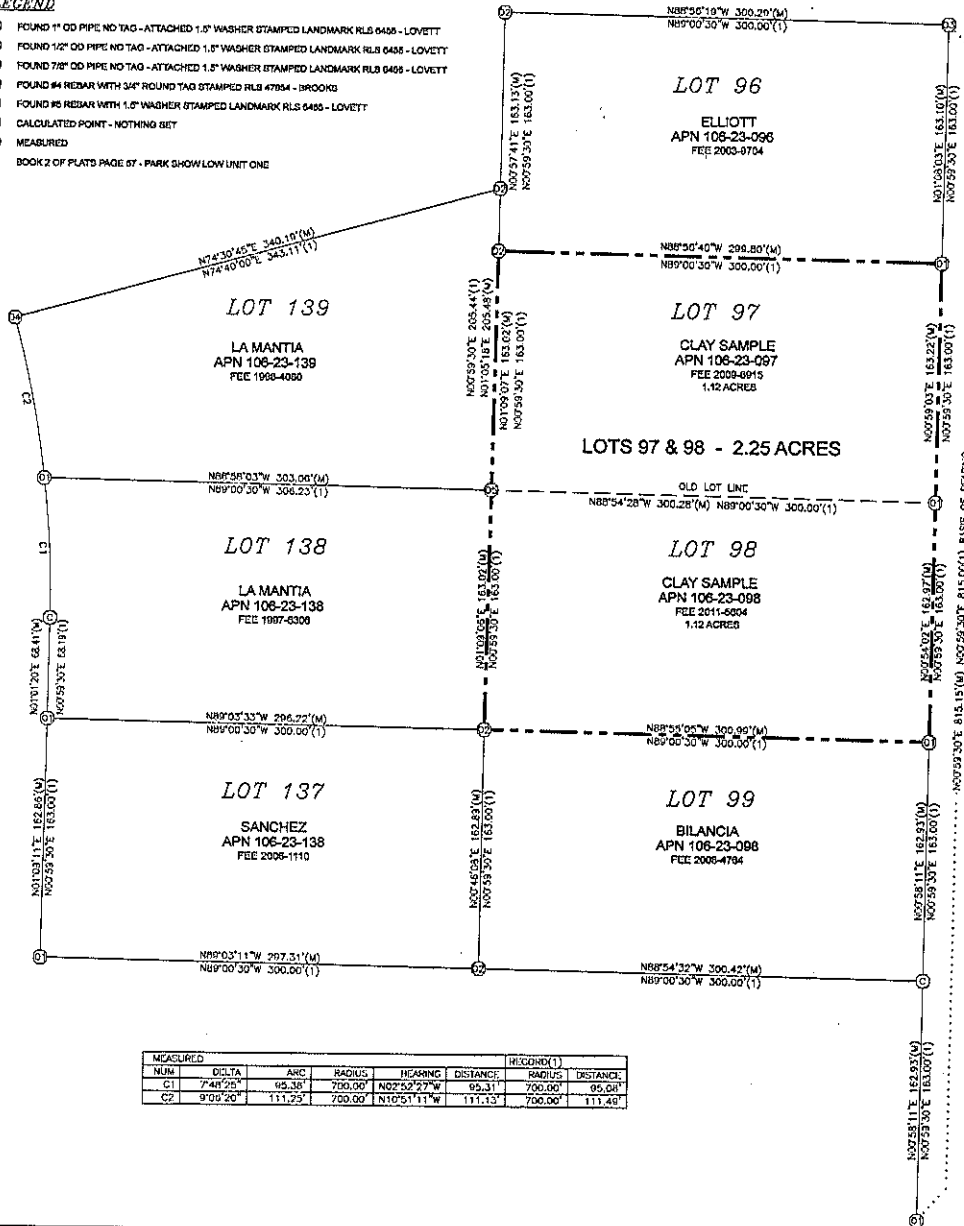
\_\_\_\_\_  
Date

# REVERSION TO ACREAGE

TO COMBINE LOTS 97 AND 98 OF PARK SHOW LOW UNIT 1, ACCORDING TO BOOK 2 OF TOWNSHIP MAPS, PAGE 57, RECORDS OF APACHE COUNTY, ARIZONA, LOCATED IN SECTION 1, TOWNSHIP 10 NORTH, RANGE 24 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, APACHE COUNTY, ARIZONA

### LEGEND

- (1) FOUND 1" OD PIPE NO TAG - ATTACHED 1.5" WASHER STAMPED LANDMARK RLS 0456 - LOVETT
- (2) FOUND 1.2" OD PIPE NO TAG - ATTACHED 1.5" WASHER STAMPED LANDMARK RLS 0458 - LOVETT
- (3) FOUND 7/8" OD PIPE NO TAG - ATTACHED 1.5" WASHER STAMPED LANDMARK RLS 0465 - LOVETT
- (4) FOUND #4 REBAR WITH 3/4" ROUND TAG STAMPED LANDMARK RLS 47854 - BROOKS
- (5) FOUND #5 REBAR WITH 1.5" WASHER STAMPED LANDMARK RLS 0460 - LOVETT
- (6) CALCULATED POINT - NOTHING SET
- (M) MEASURED
- (1) BOOK 2 OF PLATS PAGE 57 - PARK SHOW LOW UNIT ONE



MEASURED			RECORDS(1)				
NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE	RADIUS	DISTANCE
C1	7°40'20"	95.36'	700.00'	N07°52'27"W	95.31'	700.00'	95.00'
C2	9°09'20"	111.25'	700.00'	N10°51'11"W	111.13'	700.00'	111.48'

### ACKNOWLEDGMENT

STATE OF ARIZONA  
COUNTY OF Maricopa

ON THIS 11<sup>th</sup> DAY OF November, 2013, BEFORE ME, THE UNDERSIGNED, Clayton Sample & Clayton Sample CLAYTON SAMPLE & CLAYTON SAMPLE

ANDREA SAMPLE PERSONALLY APPEARED, WHO ACKNOWLEDGED TO BE THE OWNER(S) AND FURTHER ACKNOWLEDGED THAT AS SUCH OWNER(S), BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREON CONTAINED BY SIGNING AS SUCH.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
MY COMMISSION EXPIRES July 18, 2016

### RECORDER

FILED \_\_\_\_\_ PAGE \_\_\_\_\_  
RECORDED AT THE REQUEST OF  
Landmark Technologies

DATE \_\_\_\_\_ TIME \_\_\_\_\_  
OFFICIAL RECORDS OF APACHE COUNTY, ARIZONA  
LENORA Y. FULTON, RECORDER

BY \_\_\_\_\_ DEPUTY

### APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
19\_\_\_\_, BY THE COUNTY BOARD OF SUPERVISORS

BY \_\_\_\_\_ CHAIRMAN  
ATTENT \_\_\_\_\_ CLERK

### PLANNING & ZONING

APPROVED \_\_\_\_\_  
PLANNING & ZONING DIRECTOR

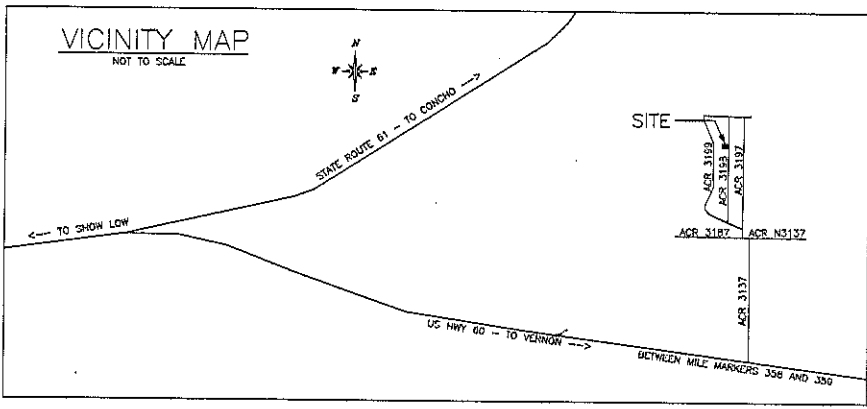
DATE 09 JANUARY 2014

### SURVEYOR'S CERTIFICATION

I hereby certify that this map and the survey on which it was based were performed by me and that all information contained herein is true and correct to the best of my knowledge and belief.

DATE OF FIELD SURVEY: NOV. 05, 2013

- ### NOTES:
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT; EASEMENTS AND RIGHTS OF WAY WHICH COULD EXIST MAY NOT BE SHOWN.
  - FENCES AND STRUCTURES ARE NOT SHOWN ON THIS SURVEY.
  - NO ENCROACHMENTS OF THE PROPERTY LINES WERE FOUND AT TIME OF SURVEY.
  - NO GAPS OR OVERLAPS WERE FOUND TO EXIST BETWEEN ADJOINING PROPERTIES.

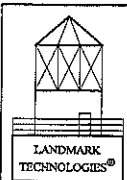


### LEGAL DESCRIPTION

Lots 97 and 98 of Park Show Low Unit 1, according to Book 2 of Township Maps, page 57, records of Apache County, Arizona, Located in Section 1, Township 10 North, Range 24 East, of the Gila and Salt River Base and Meridian, Apache County, Arizona.

Except one-half of all oil, gas and minerals as reserved in deed recorded in book 40 of official records, page 588, records of Apache County, Arizona.

Containing an area of 2.25 acres, more or less.



### LANDMARK TECHNOLOGIES

RECORD OF SURVEY - LOT COMBINATION  
SECTION 01, TOWNSHIP 10 NORTH, RANGE 24 EAST  
CLAY SAMPLE  
FOR CLIENT IN ORDER TO COMBINE LOTS

DANIAL L. PUCKETT License# 13152 Email: danialpuckett@azsurvey.com 1520 Falcon Lane - P.O. Box 1100 Flagstaff, AZ 86004 CELL: 929-242-3877	APN: <u>106-23-097 &amp; 98</u> DATE: <u>NOV 22, 2013</u> JOB: <u>1318984</u> DESC: <u>Park Show Lot Combination</u> REV: <u>1</u> INCLUDED ACKNOWLEDGMENTS	COUNTY: <u>APACHE</u> DRAWN: <u>PR</u> SHEET: <u>1 OF 1</u>
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APACHE COUNTY ROAD 3199

APACHE COUNTY ROAD 3199

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING

February 4, 2014  
St. Johns, Arizona

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

Chairman White called to order the Board of Supervisors meeting and the Public Health Services District at 8:35 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Barry Williams gave the invocation.

Judith Pepple led the Pledge of Allegiance.

Chairman White called for the Health District items.

Chris Sexton, Health Director, requested approval to remove Jacquetta Hough from probationary status with the 2.5% end of probation increase effective January 26, 2014. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

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

Chairman White called for the regular agenda items.

Recorder Lenora Fulton, introduced Secretary of State Ken Bennett who presented the Election Certificates to Apache County staff who have completed the Election Certification Training. Secretary Bennett presented certificated of Election Certification to Lenora Fulton, Angela Romero, Olivia Aranda, Ollie Arviso, Julia Benally, David Giddings, Geneva Honea, Krystl Jones, Nancy Quinn and Cecilia Wauneka. Mr. Weller and Mr. White thanked Secretary Bennett for coming to Apache County and expressed appreciation to the election staff for their good work.

Mr. Wengert presented Consent Items A-G. Mr. Weller requested that items A, C and G be removed for discussion. Mr. Wengert stated American Tower has requested item G be removed from the agenda. Mr. Weller stated that he has a correction to the minutes, Item A and wanted to discuss item C. Mr. White stated that he as well as Mr. Shirley run their districts and doesn't like interference from another supervisor but will allow discussion this time.

Chairman White called for a motion to approve items B, D, E & F of the Consent Agenda. **Mr. Shirley moved approval.** George Walsh, a resident of Vernon, Arizona requested that Item B also be removed from the Consent Agenda for discussion. Chairman White stated that he would

not allow it. Mr. Weller stated that he believed that under our current policies, when an agenda item is requested to be pulled from the consent agenda, it is appropriate and would like a ruling since it was denied by the Chairman. County Attorney Whiting stated that as the policy sits right now it does allow a member of the public to object to a consent agenda item and the Board can change that in the future but it is the current rule. Mr. White called for a motion to approve item D, E and F. **Mr. Shirley moved approval seconded by Mr. Weller.** D. Clerk of the Court: Request authorization to extend the temporary employment of Jennea McQuay for an additional 120 days. E. Puerco Justice Court: Request authorization to remove Chyrelle Lee from probationary status with the 2.5% end of probation increase effective November 28, 2013. F. District II: Request authorization to hire a temporary Facilities and Construction Worker II for a period not to exceed 60 days, at \$11.87 per hour. Vote was unanimous.

Mr. Weller presented item A from the Consent agenda and outlined the error in the minutes of January 21, 2014. **Mr. Weller moved approval of minutes of the January 21, 2014 minutes as corrected, and the January 28, 2014 minutes, seconded by Mr. Shirley. Vote was unanimous.**

Mr. Wengert presented item B from the Consent Agenda for approval of demands dated January 21, 2014 to February 4, 2014. Payee Amount ADHS AZ HEALTH CARE COST 22,400.00 AMAZON COM INC 1,386.85 BANK OF THE WEST – 6432 1,001.59 BLUE HILLS ENVIRONMENTAL 1,685.26 BRADCO 23,190.12 CONSOLIDATED INDUSTRIES LLC 7,932.75 CRESCENT ELECTRIC SUPPLY CO 1,120.00 DELL COMPUTER CORPORATION 7,122.39 EMBASSY SUITES 1,424.70 EMPIRE MACHINERY 1,514.09 FERRELLGAS 1,983.76 GOODYEAR AUTO SERVICE 4,643.40 GRAVES PROPANE CO INC 5,521.89 HATCH CONSTRUCTION 1,993.15 HILLYARD INC 1,395.61 HINTON BURDICK PLLC 9,500.00 HUGHES SUPPLY INC (LAKESIDE) 1,005.74 J & B SALES 2,368.61 LOWES HIW INC 2,523.51 MERITAIN HEALTH INC. 5,000.00 MOUNTAIN COMFORT HEATING AND COOLING 15,376.21 NAVAJO TRIBAL UTILITY AUTHORITY 2,509.43 NAVAJO TRIBAL UTILITY AUTHORITY 2,755.21 NAVOPACHE ELECTRIC COOPERATIVE 15,935.81 NEW WORLD SYSTEMS CORPORATION 71,794.08 PIMA COUNTY MEDICAL 2,200.00 PROPACK INC 1,552.24 QUILL CORP 4,832.46 ROUND VALLEY GARAGE 1,298.12 SAN DIEGO POLICE EQUIPMENT 1,473.60 SIERRA PROPANE 1,863.01 ST JOHNS UNIFIED SCHOOL DIST 1,105.22 THE GUIDANCE CENTER 1,750.00 THOMSON REUTERS WEST 2,264.93 TOWN OF EAGAR 6,599.93 TYLER TECHNOLOGIES INC 12,175.89 VALLEY AUTO PARTS 1,817.25 VERIZON WIRELESS 1,129.10 WHOLESALE FLOORS LLC 13,190.24 WOODLAND BUILDING CENTER 1,213.34 APACHE COUNTY TAX WITHHOLDING 1,676.53 APACHE COUNTY TAX WITHHOLDING 136,187.76 AZ STATE RETIREMENT SYSTEM 86,261.37 CORRECTIONS OFFICER RET PLAN 9,052.04 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,440.47 PUBLIC SAFETY PERSONNEL 401 13,825.82 PUBLIC SAFETY SHERIFF RET 32,486.99 AMAZON COM INC 2,957.99 BRADCO 20,200.00 BURNHAM MORTUARY 2,314.57 CHEVRON USA INC 1,004.12 COUNTRY MOUNTAIN AIRWAVES LLC 2,313.36 DELL COMPUTER CORPORATION 4,475.03 DOYLES AUTO BODY INC 1,500.97 FRONTIER 4,538.62 HATCH CONSTRUCTION 2,524.35 HILLYARD INC 1,381.63 HINTON BURDICK PLLC 4,600.00 INGRAM, SCOTT D 1,508.84 INGRAM LIBRARY SERVICES 5,540.90 JCG

TECHNOLOGIES INC 1,988.62 KTNN RADIO STATION 3,274.95 LAW OFFICE OF MARSHA GREGORY 8,500.00 MERRILL, KYLER GRANT 1,120.00 MOUNTAIN COMFORT HEATING AND COOLING 3,537.41 NATIONAL BUSINESS FURNITURE 4,991.58 NAVOPACHE ELECTRIC COOPERATIVE 1,491.95 OVERDRIVE INC 1,875.22 PERFECT PRINTZ LLC 2,185.07 QUILL CORP 2,046.21 REED (REED LOGGING), GEORGE E 7,000.00 REICHING, MICHAEL J 1,460.42 SIERRA PROPANE 1,616.68 STATE BAR OF ARIZONA 2,860.00 THE UNIVERSITY OF ARIZONA 6,250.00 TJP COMMUNICATIONS 1,996.69 VALLEY AUTO PARTS 2,275.83 VERITAS RESEARCH CONSULTING 1,530.00 VERIZON WIRELESS 1,070.33 WHITE MOUNTAIN PUBLISHING CO 1,231.07 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,135.36 YAVAPAI COUNTY GOVERNMENT 15,500.00 APACHE COUNTY TAX WITHHOLDING 1,268.99. Mr. Walsh, a resident of Vernon, Arizona addressed the Board and stated that the demands are required by statute to be in the minutes in a certain format that includes account numbers and departments that are funding the payments and it is not being done. Mr. Walsh stated that any payments made to White Mountain Publishing Company in this month's demands is inappropriate and warned the Board that by approving those payments without an approved contract with White Mountain Publishing the Board is once again paying for things that have not been approved and he wants it on the record. Mr. Wengert responded that all the items are reviewed and approved by the County Attorney's Office and we have full confidence that we are acting appropriately and in a legal manner. Mr. Wengert stated that Mr. Walsh is always welcome to come to his office and review any of the material at any time. **Mr. Shirley moved to approve the demands, Mr. White seconded the motion.** Item passed 2-0 with Mr. Weller abstaining from the vote.

Mr. Weller stated that he requested Consent Item C be pulled off the Consent Agenda to discuss District II's request for approval of funding in the amount of \$1,000 to assist with needed upgrades and repairs to the Ft. Defiance Senior Center restrooms and dining area. Mr. Weller stated that he did not have any concerns or desire to change how Mr. White runs his district but he votes on items and he has a say and concern at times. Mr. Weller stated that he has been advised by the County Attorney's Office that only food related items should be utilized under the senior citizens expenditure and since this is not a county building and not a food related item, he will be voting against it. Mr. Wengert stated that he spoke with Attorney Joe Young who reviewed this item and Mr. Young felt that it was in keeping with what the Board could do for the senior citizens. Mr. White stated that a similar action was taken by the Board back in December and these facilities are old and the sinks and toilets are not working properly and whether these are county buildings or not, they serve the elders and in order to accommodate the seniors, they need to be fixed. Mr. Weller stated that he objected to the similar item back in December as well. Mr. Wengert stated that Attorney Young had told him that since the money was being spent on the dining area and bathrooms associated with the dining area, this is relative to the nutrition of the seniors so it was an allowable expenditure. **Mr. Shirley moved approval, seconded by Mr. White.** Motion passed 2-0 with Mr. Weller abstaining from the vote.

Mr. Wengert requested removal of Consent Item G, for a Conditional Use Permit to allow American Tower Corporation to construct a new 350 foot communications tower. Property is located near Sanders, Arizona and Interstate 40, parcel #210-18-018. Chairman White removed

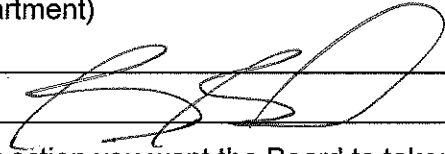
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manger \_\_\_\_\_

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



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

Demands \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BOS Meeting Date Requested

2/18/14

PRE-AGENDA ITEM REVIEW

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

Reviews completed, item approved for Agenda.

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

\_\_\_\_\_  
\_\_\_\_\_



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: \_\_\_\_\_

Date: 02-03-14

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

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

Date & Time Needed: February 18, 2014 – 3 minutes

SUPERIOR COURT

Request approval of the appointment of Kay H. Wilkins and Michael P. Roca as Superior Court Judges Pro Tem for the period beginning July 1, 2014 and ending June 30, 2015.

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

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

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

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

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

Purchasing Review: \_\_\_\_\_

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

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

Signature:

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

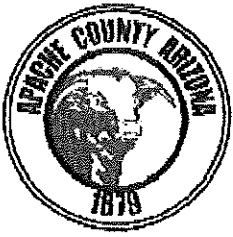
Signature: \_\_\_\_\_

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

BOARD ACTION TAKEN

//Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

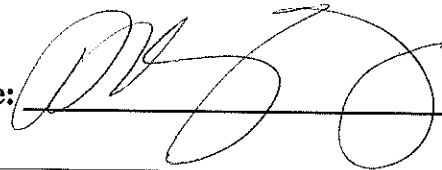
Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: \_\_\_\_\_

Date: 02-03-14

Signature: 

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

Date & Time Needed: February 18, 2014 – 2 minutes

**SUPERIOR COURT**

Request authorization to remove Stephanie Fink from probationary status with the 2.5% end of probation increase, effective March 3, 2014.

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

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

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

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

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

Purchasing Review: \_\_\_\_\_

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

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

Signature: 

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

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

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

**BOARD ACTION TAKEN**

//Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Treasurer's Office

Date: 2.10.2014

Signature: *[Handwritten Signature]*

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

Request authorization to hire a Temporary Accounting Specialist 1 at \$10.00 per hour for a period of 120 days.

Date & Time Needed: Effective Immediately

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

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

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

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

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

Purchasing Review: \_\_\_\_\_

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

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

Signature: *[Handwritten Signature]*

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

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

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

BOARD ACTION TAKEN

//Approved //Disapproved //Deleted //Continued to: \_\_\_\_\_

Signature Clerk of Board

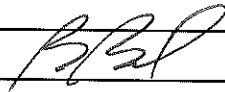
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Supervisor Barry Weller – Dist III

Date/Signature: verbal 2/5/14 – Beth



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

Discussion and possible action related to the Call to the Public on Board of Supervisors' agendas

BOS Meeting Date Requested 2/18/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

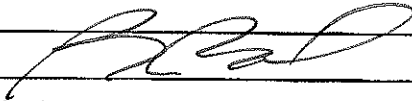
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature: 2/10/14



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

County Manager: Discussion and possible approval of a change to section 7.11 of the Human Resources Policy Manual related to submission of agenda items.

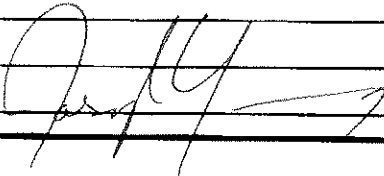
BOS Meeting Date Requested 2/18/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:



Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

## **7.1 BOARD OF SUPERVISORS POLICY - MEETING AGENDAS**

### **7.11 Policy:**

The County Board of Supervisors' meeting is the occasion upon which the Board of Supervisors conducts county business or authorizes others to conduct business with the County. It is the responsibility of the Board of Supervisors to see that meetings of the Board are conducted in a reasonable, and orderly manner. To that end, the Board of Supervisors has adopted ~~the following~~ procedures for establishing meeting agendas. Any member of the Board ~~or a member of the public~~ may place an item on the Board's agenda. ~~by following these procedures.~~

### **7.12 Delivery of Agenda Items to Clerk of Board:**

Agenda items, complete with backup information, will be delivered to the Clerk of the Board/~~County Manager~~ at least seven ~~six~~ days prior to the scheduled Board meeting. Except for emergency items as determined by mutual agreement between the County manager and at least one member of the board, items that are received after that time will be held over until the next regular meeting of the Board, unless the proposed agenda item is approved by both the Clerk of the Board and the Chairman of the Board of Supervisors.

Agenda items may be submitted to the Clerk of the Board by any Elected Official or Department Head. All items presented must include an "Agenda Item Review Form" ~~Proposed Agenda Item" form~~ which can be obtained from the Clerk of the Board. All applicable directions/approvals on the ~~proposed agenda item form~~ Agenda Item Review Form must be completed or the item will not be placed on the agenda and will be returned to the submitting department.

### **7.13 Responsibilities of Clerk of Board/County Manager/Chairman of the Board:**

The Clerk of the Board/~~County Manager~~ shall draft the Board's agenda. The Clerk of the Board/~~County Manager~~ shall also review each proposed agenda item and will contact any individuals necessary to clear up questions, etc. This can include the Chairman or other Board Members as well as Elected Officials or Department Heads. ~~The County Manager may include, if necessary, on each agenda item request form, his comments for the review of Board members.~~

~~The Clerk of the Board/County Manager shall also review the items for the agenda to determine if the item can be handled administratively. The Clerk of the Board/County Manager shall also review the items on the agenda to determine, prior to placement on the agenda, whether the matter needs administrative action or referral for legal or other review prior to the Board of Supervisors' considering the matter.~~ A copy of the agenda along with any comments by of the County Manager shall be delivered to the Chairman of the Board of Supervisors. The Chairman may After the Chairman's review, the Clerk of the Board will finalize the agenda for posting and distribution at least 24 hours prior to a regular meeting, with the intent to post at least 5 days prior to a regular meeting.

#### **7.14 Responsibilities of Chairman:**

The Chairman of the Board of Supervisors will review the proposed agenda and respond to the Clerk regarding the items that should appear on the agenda. The Chairman may change and/or remove any agenda item except those items submitted by another member of the Board of Supervisors. ~~If the Chairman determines that an item should not appear on the agenda, either of the other two Board members may inform the County administrator that the item should appear on the agenda. In that event, the item shall be added or included in a future agenda.~~

#### **7.15 Finalization of Agenda:**

~~After the Chairman's review, the Clerk will finalize the agenda for posting and distribution at least 24 hours prior to a regular meeting (mailing and placement on the Internet) three business days prior to the meeting. Board packets containing the final agenda and backup materials will be compiled for delivery to Board members.~~

#### **7.16 Work Sessions:**

~~Work sessions will be scheduled on Board days whenever possible, even if it means prolonging the session into the afternoon.~~

#### **7.15 7.16 Open Meetings Law:**

Agendas for Board meetings shall comply with the requirements of the Arizona Open Meeting Law at A.R.S. § 38-431 et al. All reasonable and practicable notice be given of Board meetings, and in no event, except an actual emergency, shall a Board meeting be held with less than 24 hours' notice, and unless a copy of the Board's agenda has been available for at least 24 hours preceding the meeting. All notices of meetings of the Board shall be posted, along with a copy of the agenda, or alternatively, with information as to how a copy of the agenda may be obtained by members of the public.

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

Malena Bazaruto- Grants Manager *Malena Bazaruto*

Date/Signature: 2/6/14

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 contract number ADEQ14-064788 between Arizona Dept of Environmental Quality and Apache County. This is a Brownfields grant award to be administered by AZDEQ for Asbestos Survey at the South Fork Cabin Site.

BOS Meeting Date Requested 2/18/14

**PRE-AGENDA ITEM REVIEW**

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

Legal Review:

Signature *[Signature]*

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

**BOARD ACTION TAKEN**

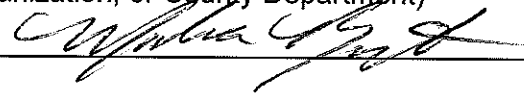
Approved /  Disapproved /  Deleted /  Continued to:

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

Malena Bazurto- Grants Manager



Date/Signature: 2/6/14

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 contract number ADEQ14-064788 between Arizona Dept of Environmental Quality and Apache County. This is a Brownfields grant award to be administered by AZDEQ for Asbestos Survey at the South Fork Cabin Site.

BOS Meeting Date Requested 2/18/14

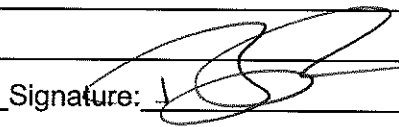
**PRE-AGENDA ITEM REVIEW**

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

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

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

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



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

Purchasing Review: \_\_\_\_\_

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

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

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

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

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

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

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_



**GOVERNMENT SERVICES CONTRACT**

**ARIZONA DEPARTMENT  
OF  
ENVIRONMENTAL QUALITY**

**Contract No.:** ADEQ14-064788

**Effective Date:** UPON EXECUTION

**Termination Date:** June 30, 2014

**Contract Title: Asbestos Surveys for South Fork Cabins Site**

**GRANTEE**

Apache County  
PO Box 428  
St. Johns, AZ 85936

Attn: Malena Bazarro, Grants Manager  
Apache County  
Phone Number: (928) 337-7639  
Fax Number: (928) 337-7592

**CONTRACT ADMINISTRATOR**

Arizona Department of Environmental Quality  
Contracts and Procurement Section  
1110 West Washington Street, Mail Code: 6415A-4  
Phoenix, AZ 85007-2935

Sr. Procurement Specialist: Susan Holt  
Phone Number: (602) 771-4256  
Fax Number: (602) 771-2276

**THIS CONTRACT** is between the **STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY** [hereinafter sometimes referred to as the "Department" or "ADEQ"], established and authorized to contract pursuant to A.R.S. § 49-101, and **APACHE COUNTY** [hereinafter sometimes referred to as the "Grantee" or "County"].

The purpose of this Agreement is to provide, through the ADEQ Brownfields State Response Grant, funding on behalf of the County for asbestos surveys in preparation for remediation of the South Fork cabins site. The cabins are located near South Fork, an unincorporated area of Apache County, three miles southwest of Eagar, Arizona.

This document, including Agreement Terms, Scope of Work, Appendices, Amendments, and any modifications approved in accordance herewith, shall constitute the entire Contract between the parties and supersede all other understandings, oral or written.

This Agreement contains the following documents:

1. Scope of Work
2. Special Terms and Conditions
3. Exhibit A – ADEQ Logo with Printing Credit
4. Exhibit B – Example of Project Signage

**IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.**

**APACHE COUNTY**

**ARIZONA DEPARTMENT OF  
ENVIRONMENTAL QUALITY**

Signature

Delwin Wengert

Printed Name

Apache County Manager

Title

Date

Signature

Laura L. Malone

Printed Name

Director, Waste Programs Division

Title

The above referenced Contract is hereby executed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

**ADEQ14-064788**  
**SCOPE OF WORK**

1. Description

- 1.1 The Arizona Department of Environmental Quality (ADEQ) will provide funding for Apache County (County) from the Brownfields State Response Grant (SRG) to conduct asbestos surveys for the remediation of fifteen cabins that are adjacent to the Apache-Sitgreaves National Forest and that pose a potential fire threat in the area of South Fork, AZ. The County has plans to remediate the site in preparation for hazardous fuels removal activities. ADEQ will perform the project management for the project, hire the Contractor, and provide technical oversight.

2. Project Tasks

- 2.1 The asbestos surveys of the cabins at the site shall be funded by ADEQ on behalf of the County. ADEQ will perform the project management for the project and hire the contractor. The asbestos remediation will be performed in accordance with the National Emission Standard for Hazardous Air Pollutants (NESHAP) Program.

3. ADEQ Responsibilities

- 3.1 Provide total funding from the SRG up to the amount of \$20,000 for the asbestos surveys at the site.
- 3.2 Select the project Contractor. The asbestos remediation project contractor will be selected from the current State of Arizona Asbestos/Lead Contract and/or be an Asbestos Hazard Emergency Response Act (AHERA) certified/recognized asbestos abatement contractor. The Contractor shall comply with all applicable laws and guidelines. ADEQ shall be responsible for ensuring that the Contractor performs work in accordance with the contractual requirements and in accordance with the National Emission Standard for Hazardous Air Pollutants (NESHAP) Program 40 CFR 61, Subpart M, and the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.1101.
- 3.3 Have Contractor erect signage on the property such as is shown in Exhibit B of this Agreement during survey activities.
- 3.4 Retain documentation of all grant expenditures upon completion of the project activities to include, but not be limited to, contractor invoices.
- 3.5 Enter the site into the ADEQ Brownfields database which is available for public review.
- 3.6 Provide the County with the final survey report.

4. The Grantee Responsibilities

4.1 Provide site access for the Contractor.

4.2 Develop and implement a community notification and outreach plan. The plan (no more than five pages) must be approved by the ADEQ Brownfields Program prior to implementation. The plan must include:

4.2.1 A mechanism for community members to provide comments to the County about its plans to conduct the asbestos survey.

4.2.2 Identification of name and telephone number of a local person to contact regarding the cleanup work.

4.2.3 Summarize the activities the County has conducted and will conduct to notify the community located at or near the site of survey activities and final use of the site.

**ADEQ14--064788**  
**SPECIAL TERMS AND CONDITIONS**

1. Definitions: The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.
  - 1.1 “Department” or “ADEQ” means the Arizona Department of Environmental Quality.
  - 1.2 “Agreement” or “Contract” means this written document between ADEQ and the Grantee.
  - 1.3 “Grantee” means “Apache County”.
  - 1.4 “Project” or “Program” means the work, or any portion thereof described in this Agreement.
  - 1.5 “Shall” means that which is mandatory.
  - 1.6 “Subcontract” means any Contract between the Grantee and a third party to provide all or a specified part of the activities which the Grantee has contracted with the Department to provide.
  - 1.7 “Contract” means any Agreement, expressed or implied, between the Grantee and another party or between a Grantee and another party delegated or assigned, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract between the Grantee or ADEQ and the Grantee.
  - 1.8 “Site” means the cabins located in the South Fork area near Eagar, AZ.
  - 1.9 “State” means the State of Arizona.
2. Access to Information
  - 2.1 Subject to statutory confidentiality requirements of the Grantee and ADEQ, both parties to this Agreement shall have full, complete and equal access to data and information prepared under this Agreement on a no-charge basis.
3. Conflict
  - 3.1 In the event of a conflict between the provisions of this Section and those of Section 3.7 of the Uniform Terms and Conditions, Property of the State, the provisions of this Section shall prevail. [http://www.azdoa.gov/agencies/spo/docs\\_and\\_forms.asp](http://www.azdoa.gov/agencies/spo/docs_and_forms.asp)
4. Amount of Agreement
  - 4.1 Total funds available for this Contract shall not exceed **\$20,000**, unless otherwise amended in accordance with Section 3 above. This funding is an initial amount of sponsorship from ADEQ on behalf of the County for this project.

5. Governing Law

5.1 This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

6. Implied Consent Terms

6.1 Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

7. Assignment

7.1 Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.

8. Audit of Records

8.1 In accordance with to A.R.S. § 35-214, the Contractor shall retain and shall contractually require each Subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

8.2 The School District is considered the recipient of the Brownfields SRG funds. In the event records of this project are audited by the EPA or its designees, and any costs disallowed by the EPA SRG Guidelines are identified, those costs must be reimbursed directly to ADEQ within 30 days of a written request.

9. Cancellation of State Contracts

9.1 Both parties may cancel this Agreement, without penalty of further obligation, pursuant to A.R.S. § 38-511.

10. Contract Term, Extensions and Amendments

10.1 The initial term of this Agreement shall be from the commencement of signatures by both parties through June 30, 2014. The Agreement may be renegotiated for additional periods, by formal Contract Amendment, subject to the requirements and/or limitations by Federal or State regulations.

10.2 The Agreement may be renegotiated for additional periods, up to a maximum of 48 months. If ADEQ exercises such rights, all Terms and Conditions of the original Contract shall remain in effect and apply during the renewal period.

10.3 This Agreement may be modified only by written Contract Amendment signed by the Director of ADEQ or his designee, and the person duly authorized to act on behalf of the

Grantee. Contract Amendments shall be executed with the same formalities as this Agreement. Executed copies of any Amendment shall be provided to both parties.

11. Effective Date

11.1 This Agreement shall become effective on the date this Agreement is signed by both parties.

12. Indemnification

12.1 To the extent permitted by A.R.S. §§ 35-154 and 41-621, the State of Arizona shall be indemnified and held harmless by the Grantee for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence. This provision shall not apply if the Grantee is an agency of the State of Arizona.

13. Non-Availability of Funds

13.1 In accordance with A.R.S. § 35-154, every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

14. Non-Discrimination

14.1 In accordance with A.R.S. § 41-1461, contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

15. Notices, Correspondence, Reports and Invoices

15.1 All notices, correspondence, reports and invoices from the Grantee shall be sent to:

Arizona Department of Environmental Quality  
Waste Programs Division  
Attn: André Chiaradia, Brownfields Coordinator  
1110 W. Washington Street, 5<sup>th</sup> floor  
Phoenix, AZ 85007  
Office: (602) 771-2296  
rc6@azdeq.gov

15.2 All correspondence relating to the execution of the Contract, clarification of this Contract, and Contract Amendments shall be sent to:

Arizona Department of Environmental Quality  
Susan Holt, Senior Procurement Specialist  
1110 W. Washington Street  
Phoenix, AZ 85007  
(602) 771-4256 Direct  
holt.susan@azdeq.gov

- 15.3 All notices, correspondence, and reports from the Arizona Department of Environmental Quality shall be sent to:

Apache County  
Attn: Malena Bazurto, Grants Manager  
PO Box 428  
St. Johns, AZ 85936  
(928) 337-7639  
mbazurto@co.apache.az.us

16. Either party to this Agreement may designate a new Project Manager by filing a notice with the other party in accordance with these notice requirements.

17. Applicable Law

- 17.1 In accordance with A.R.S. § 41-2501 and A.A.C. R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement code.

18. Conflict of Interest

- 18.1 In accordance to A.R.S. § 38-511, the State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.

19. E-Verify

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

20. Arbitration

- 20.1 In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

21. Ownership of Information

22.1 Title to all documents, reports, data, and other materials prepared by the Grantee in performance of this Agreement shall rest in the ADEQ, except for copyrighted material prepared in advance of this Agreement by the Grantee at the expense of the Grantee. The ADEQ shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement, except for copyrighted material as provided in this Section. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement with the provision that all reproduction, duplication, disclosures and literature shall contain acknowledgement to ADEQ.

22. Payment and Reporting

22.1 Payment, if applicable, and reporting shall be in accordance with the Scope of Work and Section 15 of the Special Terms and Conditions.

23. Personnel

23.1 The Grantee represents that it employs, or shall through subcontract, secure all personnel required for the performance of the services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with ADEQ unless otherwise specified herein

23.2 Unless otherwise specified, all the services required hereunder shall be performed by the Grantee or under the supervision of the Grantee, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. It is further agreed that the Grantee warrants that it is fully qualified and authorized under state and local law to perform the services contemplated under this Agreement.

24. Printing Credit

24.1 Promotional materials, such as brochures, advertisements, press releases, videos, signs, maps, technical reports, etc. developed for the project, which are funded with ADEQ monies, shall show credit to ADEQ. Such items shall include the following:

24.2 "Another project partially funded by the Arizona Department of Environmental Quality's Brownfield Program",

24.3 The logo format as shown in Exhibit A of this Agreement; and

24.4 All promotional material shall be printed on recycled paper with the statement "Printed on Recycled Paper" printed on the cover sheet.

25. Project Review

- 25.1 It is the responsibility of ADEQ to review and observe the progress of this Project. Therefore, ADEQ reserves the right to meet with the Grantee or its Subcontractors at reasonable intervals for purposes of review of the work and the progress of the Project.
- 25.2 ADEQ reserves the right to review and approve any and all forms, questionnaires, brochures, training materials and other special purpose documents developed by the Grantee or its Subcontractors for use in the Project. All documents shall be reviewed within five business days unless otherwise mutually agreed upon.
26. Draft Document Review
- 26.1 The Grantee shall allow ADEQ to review all draft material prior to finalizing the material for printing and distribution, including television and radio commercials, brochures, advertisements, press releases, videos, signs, maps, technical reports and other printed material developed by the Grantee as part of this project.
27. Severability
- 27.1 The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.
28. Subcontracts
- 28.1 The Grantee shall not enter into any subcontract or agreement relating to this Agreement without the prior written approval of ADEQ.
- 28.2 If approval to subcontract is granted, the Grantee shall provide ADEQ with a copy of each subcontract or agreement within 30 days of its effective date.
- 28.3 Subcontracts shall incorporate all terms and conditions contained herein.
29. Termination
- 29.1 ADEQ or the Grantee may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the Grantee or ADEQ, as appropriate. The notice shall specify the effective date of termination. In the event this Agreement is terminated, with or without cause, the equipment, instruments, housing, supplies, and other materials prepared in advance of this Agreement by the Grantee at the Grantee's expense as provided in Section 24 of this Agreement, shall become property of ADEQ.
- 29.2 In the event the Agreement is terminated, with or without cause, the Grantee shall deliver all finished or unfinished documents, data, and reports prepared as a result of this Agreement to ADEQ.

29.3 If the Agreement is terminated, the Grantee shall be paid for all allowable costs incurred prior to the date of termination, subject to audit verification by ADEQ or its duly authorized representative.

30. Third Party Antitrust Violations

The Grantee assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee, toward fulfillment of this Contract.

31. Brownfields SRG Application

The Grantee's Brownfield SRG application dated January 7, 2014, is hereby incorporated into this Agreement by reference.

32. Estimated Usage

Any Contract resulting from this Agreement shall be used on an as needed, if needed basis. ADEQ makes no guarantee as to the amount of work that may be performed under any resulting Contract.

33. Changes

ADEQ reserves the right to add or delete related services and make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the State. All changes shall be documented in advance by Contract Amendment signed by the ADEQ designated authority and the Contractor.

34. Lobbying

The Contractor shall not engage in lobbying activities, as defined in 40 CFR Part 34 and A.R.S. § 41-1231 et. seq., using monies awarded under this contract. Upon award of a contract, Contractor shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to ensure that monies awarded under a contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor must include anti-lobbying provisions in all contracts with Subcontractors.

35. Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its client and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to

the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

36. Small, Women/Minority Owned Business Utilization

The School District is encouraged to make every effort to utilize Subcontractors that are small, women-owned and/or minority-owned business enterprises. This could include subcontracts for a percentage of the work.

37. Certification of Small Businesses and Disadvantaged Business Enterprises (DBE)

It is highly recommended that small businesses and DBEs get certified as such. EPA reporting, requirements have changed and it is in the best interests of such businesses to become certified as soon as possible, certification is typically free. Several certifying agencies are as follows:

City of Phoenix, [phoenix.gov/eod/programs/abecertprograms/index.html](http://phoenix.gov/eod/programs/abecertprograms/index.html)

City of Tucson, [cms3.tucsonaz.gov/oeop](http://cms3.tucsonaz.gov/oeop)

Small Business Association (SBA), [www.sba.gov/content/facts-about-government-grants](http://www.sba.gov/content/facts-about-government-grants)

Arizona Department of Transportation (ADOT) [www.azdot.gov/business/civil-rights](http://www.azdot.gov/business/civil-rights)

Environmental Protection Agency (EPA) [epa.gov/osbp/](http://epa.gov/osbp/)

38. Federal Immigration and Nationality Act

38.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at [USCIS.GOV](http://USCIS.GOV).

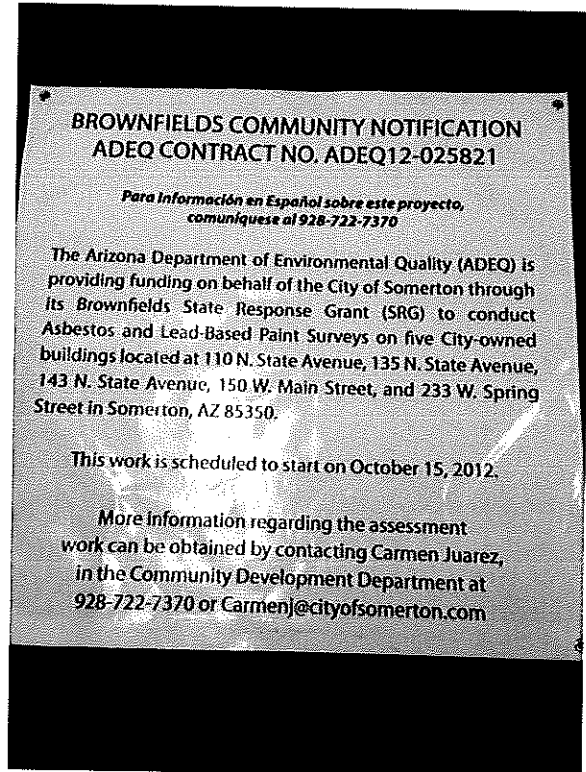
38.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspend and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**EXHIBIT A – ADEQ14--064788  
ADEQ LOGO WITH PRINTING CREDIT**



**Janice K. Brewer, Governor  
Henry R. Darwin, Director**

**EXHIBIT B – ADEQ14--064788**  
**SIGNAGE LOCATED AT PROJECT SITE FOR PUBLIC NOTIFICATION**



**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

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

Malena Bazarro- Grants Manager *Malena Bazarro*

Date/Signature: 2/6/14

Review and possible approval of Agreement number WFHF 13S-353 between Arizona State forestry and Apache County for continued hazardous fuels treatment in Alpine, Nutrioso, and Eagar in the amount of \$174,000.

BOS Meeting Date Requested 2/18/14

**PRE-AGENDA ITEM REVIEW**

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

Legal Review:

Signature: *[Signature]*

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

**BOARD ACTION TAKEN**

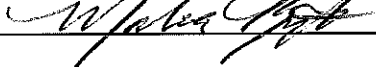
/ /Approved / /Disapproved / /Deleted / /Continued to:

Signature Clerk of Board

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

Malena Bazurto- Grants Manager 

Date/Signature: 2/6/14

Review and possible approval of Agreement number WFHF 13S-353 between Arizona State forestry and Apache County for continued hazardous fuels treatment in Alpine, Nutrioso, and Eagar in the amount of \$174,000.

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**PRE-AGENDA ITEM REVIEW**

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

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

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

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

Signature: 

Purchasing Review: \_\_\_\_\_

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

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

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

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

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

Reviews completed, item approved for Agenda.

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

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

Signature Clerk of Board \_\_\_\_\_

**Arizona State Forestry Grant Agreement No. WFHF 13S-353**  
**Wildland Fire Hazardous Fuels Program**

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona State Forestry Division ("State Forestry" or "State") and ("Sub-grantee"), **Apache County (DUNS #82897786)**, pursuant to authorities granted under Arizona Revised Statute 37-622.

**I. PURPOSE OF AGREEMENT**

State Forestry is the recipient of Disaster Assistance funds provided by the State of Arizona Division of Emergency Management for the purpose of Hazard Mitigation Projects as approved by the Governor's Emergency Council on June 6, 2013.

The objective of this funding is to assist communities, which have been identified as having wildfire hazard potential, in reducing and mitigating the risk, hazards and damages of wildfire thus protecting life, property, and infrastructure. This agreement is a sub-award of these State funds.

**II. SCOPE OF WORK**

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

**III. PROGRAMATIC CHANGES**

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

**IV. TERM OF AGREEMENT**

This Agreement shall be effective immediately upon signature by all parties and will terminate on **June 30, 2014** unless otherwise terminated or modified pursuant to the terms herein.

**V. COMPENSATION AND MATCHING INVESTMENT**

Grant funds may be utilized for up to **90%** of the total cost of this program. A contribution by the Sub-grantee for an additional **Cost Share Match of 10%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed \$174,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by Arizona Division of Emergency Management.

Reimbursement payments will be made to the Sub-grantee after State Forestry receives reimbursement from the BLM, normally within ninety days of receipt of the reimbursement request and required documentation.

#### **VI. ELIGIBLE COSTS**

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

#### **VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS**

It shall be the sole responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

#### **VIII. AUDIT REQUIREMENTS**

ARS 35-181.03. Sub-grantee must comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable.

The Sub-grantee shall, upon request of the State participate with State personnel in performing interim and/or final inspections.

#### **IX. PROCUREMENT REQUIREMENTS**

The Sub-Grantee shall comply with all applicable provisions of State laws and regulations in regard to procurement of goods and services, and to contracts for repair or restoration of public facilities.

The Sub-grantee shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. The Sub-grantee will not enter into contracts for which payment is contingent upon receipt of State funds. Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

#### **X. REPORTING REQUIREMENTS**

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall

follow the format identified in Attachment E or as may be revised by State Forestry. Reports will contain information on the following:

- A comparison of actual accomplishments to the goals established for the period and for the entire program or project.
- Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report with mapping, if required, and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XI (PRINCIPLE CONTACTS).

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

## **XI. PRINCIPLE CONTACTS.**

NOTE: Principle contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

### **Principle Sub-grantee Contact:**

Malena Bazurto  
PO Box 428  
St. Johns, AZ 85936-0428  
O: 928-337-7639  
C: 928-551-4137  
mjaramillo@co.apache.az.us

**Principle Arizona State Forestry Contact:**

Glen Buettner  
1110 West Washington, Suite 100  
Phoenix, Arizona 85007  
602-771-1410  
glenbuettner@azsf.gov

**XII. NOTICES**

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below. Periodic accomplishment reports and financial reimbursement requests may be communicated by Email between Principle Contacts (Section XI) if receipt of complete information can be confirmed by both parties.

<p><b><u>STATE FORESTRY</u></b></p> <p>Glen Buettner Grant Program Manager Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007</p>	<p><b><u>SUB-GRANTEE</u></b></p> <p>Malena Bazarro Program Coordinator Apache County PO Box 428 St. Johns Arizona 85936-0428</p>
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**XIII. AWARD CLOSEOUT**

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the Arizona Division of Emergency Management reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

**XIV. AUTHORITY**

Sub-grantee shall have the legal authority to enter into this agreement and the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

**XV. ATTACHMENTS**

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan
- C. General Provisions
- D. Documentation of Expenses
- E. Quarterly Report and Invoice Format

**XVI. IN WITNESS WHEREOF**, the parties agree to execute this agreement as of the last date written below.

STATE OF ARIZONA  
Arizona State Forestry Division  
1110 West Washington, Suite 100  
Phoenix, Arizona 85007

ACCE

PTED BY SUB-GRANTEE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Scott Hunt, Arizona State Forester**

\_\_\_\_\_  
Print or Type Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**

**Project Application  
(Cover Sheet)**

**2013 Arizona Wildland Fire  
Hazardous Fuels Project Application**

FOR OFFICIAL USE ONLY	
Grant Dollars Requested:	\$200,000
Proposed Matching Share:	\$26,000
Total Project:	\$226,000

Applicant Information	
<b>Applicant / Organization:</b>	Apache County
<b>Organization Type:</b>	Government Agency
<b>DUNS#:</b>	82897786
<b>Contact Person:</b>	Malena Bazurto, Grants Manager
<b>Address:</b>	PO Box 428
<b>City/Zip Code:</b>	Saint Johns, AZ 85936
<b>Phone (Work/Cell):</b>	928-337-7639
<b>Email:</b>	mbazurto@co.apache.az.us
<b>Fax:</b>	928-337-7592

Project Summary	
<b>PROJECT NAME:</b>	Apache County 2013
<b>County:</b>	Apache
<b>Congressional District:</b>	3
<b>Latitude (decimal degrees):</b>	T7N
<b>Longitude (decimal degrees):</b>	R27E
<b>Number of Communities directly affected by this project:</b>	5
<b>Community Names:</b>	Alpine, Nutrioso, Eagar, South Fork
<b>Planned duration of this project? (check one):</b>	<input type="checkbox"/> 1 Yr <input checked="" type="checkbox"/> 2 Yrs
<b>Is this a new project? (check one):</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>2 Land ownership of project area – private, state, tribal, etc (list all that apply).</b>	
<i>Work on federal lands cannot be funded:</i>	
Private Parcels	
County Right of Way	
<b>Number of acres to be treated:</b> 155	<b>Estimated cost per acre (including match):</b> \$1,000
<b>Number of residences affected:</b> 125	
<b>Is this project adjacent to a National Forest or BLM Lands?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>If Yes – please describe:</b> These areas abut the Apache Sitgreaves National Forest.	
<b>Which of the communities affected by this project are on Arizona’s Communities-At-Risk list?</b>	
Alpine, Nutrioso, South Fork, and Eagar	
<b>Which of the communities affected by this project are currently FIREWISE USA recognized?</b>	
These communities are not currently FIREWISE USA recognized. There is collaborative effort between Apache County and the FIREWISE coordinator of the Alpine Ranger District.	

## Project Overview and Area Description

**Provide a brief overview of the project and the project area(s). For each area include planned treatment acres. A map of the specific project location, treatment areas, and adjacent projects is strongly encouraged.** 2500 characters max

There are private properties in the area of Eagar, Arizona that have not been treated on past projects. These private properties North and West of the 26 Bar Ranch site total about 20 acres. These properties lie between two previously treated sites to the west and east. The 26 Bar on the east and the on-going South Fork treatment site lies directly west. Several parcels are separated by the Big Lake Highway. Treatment of these parcels will drastically reduce vegetative fuels and increase safety. The Big Lake Highway was a heavily used fire fighter route during the Wallow Fire. The asphalt road acted as a fire break. Continued mitigation of hazardous fuels along this roadway will ensure continued safety and access to fire crews. This highway is well travelled by tourists and local residents to and from major recreation sites.

See Attached Map 1

3

Alpine and Nutrioso are forest communities 30 miles south of Eagar, Arizona. This area was hardest hit by the Wallow Fire. A current Hazardous Fuels grant project is underway there. To date 140 acres are scheduled for treatment. Efforts to inform residents of grant funding and partner agencies meeting with residents has aided in encouraging property owners to mitigate hazardous fuels. It is estimated that 80 acres in Alpine and 50 acres in Nutrioso are still in need of treatment. Most residents are seasonal in these communities and full-time residents help educate their seasonal neighbors to treat.

See Attached Map 2-2d

Hazardous Fuels Mitigation in South Fork is scheduled for completion in August 2013. Apache County Right of Ways and easement fuels reduction will be addressed through a cooperative agreement with State Forestry Wildfire Conservation Crew, Escudilla Unit. Selective cutting and thinning on the roadsides will be managed to minimize impact to Willow Flycatcher habitat. Reduction of vegetative hazards will also reduce animal-vehicular mortality, protect water shed and encourage healthy growth of native grass species. Right of Way and easment treatment is estimated at 5 acres in South Fork.

See Attached Map 1

Map of proposed project area attached? Yes  No

## Capacity

All information for the project must fit into the allotted character space provided below.

4

**Briefly describe the applicant (and partner) capacity and expertise to complete this project as proposed.**

**Describe who will be managing the project, doing the work, completing reports, etc.** 1000 characters max  
Apache County is in collaboration with Alpine and Nutrioso Fire Chiefs, FIREWISE Coordinator with the Alpine Ranger District, and local hazard tree contractors. Property owners have many resources for knowledgeable support. Doyel Shamley, Natural Resources Coordinator for Apache County, has 15 years of experience in hazard fuel mitigation. He resides near the proposed treatment areas and is dedicated to effective treatment on those sites. Mr. Shamley has made himself available to property owners for site visits and technical support on past projects and plans to aid in the same capacity. Malena Bazaruto, Grants Manager, will manage and administer the project. Ms. Bazaruto will be responsible for all reporting requirements of the grant. With help from the County's library director, residents in project areas are able to submit information electronically. This has streamlined reimbursements to property owners and developed a more organized reporting process.

<b>Total Project Budget (by expense type)</b>				
Budget Detail (Provide additional detail in Block #8)	Grant Share (\$ Amount Requested)	Match (contributor breakdown in block #6)		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$30,000	\$0	\$0	\$30,000
Project Labor:	\$4,050	\$0	\$9,500	\$13,550
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Project Related Travel:	\$450	\$0	\$0	\$ 450
Non-capital Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$500	\$0	\$1,500	\$2,000
Contractual:	\$165,000	\$0	\$15,000	\$180,000
Other:	\$0	\$0	\$0	\$ 0
<b>TOTAL:</b>	<b>\$200,000</b>	<b>\$ 0</b>	<b>\$26,000</b>	<b>\$226,000</b>

<b>Match Breakdown (by Contributor)</b>						
(Applications will be disqualified if sufficient match is not identified; federal dollars DO NOT qualify) Please specify each match contributor and the dollar amount of each contribution. DO NOT show grant requested funds in this table.						
Contributors: (Please specify)	Library Staff	Fire Chiefs	FIREWISE Coordinator	Apache County	Property Owners	TOTAL
Dollars (Hard Match):	\$0	\$0	\$0	\$0	\$0	\$ 0
Volunteers & In-Kind (Soft Match):	\$500	\$8,000	\$1,000	\$1,500	\$15,000	\$26,000
<b>TOTAL:</b>	<b>\$ 500</b>	<b>\$8,000</b>	<b>\$1,000</b>	<b>\$1,500</b>	<b>\$15,000</b>	<b>\$26,000</b>

<b>Project Collaboration</b>	
All information for the project must fit into the allotted character space provided below.	
7	Has this Project or Project Area been identified as a priority by an adjacent National Forest or the Bureau of Land Management? If this project complements a particular project on federal lands – please specify: 250 characters max Yes, please refer to CWPP page 13 (attached). The CWPP states that project areas are located within or adjacent to the Apache-Sitgreaves National Forest and threatened by wildfire due to heavy fuel loads.
	If you are collaborating with an adjacent National Forest or the Bureau of Land Management (BLM), who is your primary contact: 50 characters max Jim Zornes, A-S National Forest Supervisor
	Provide an overview of the collaboration with others in the planning of this project. Also specify the private, local, tribal, county, state, federal and/or non-governmental organizations that will contribute to or participate in the completion of this project. Describe briefly the contributions each partner will make (i.e. – donating time/equipment, funding, etc.) Letters of support are encouraged. 450 characters max Grants Manager- financial management and technical assistance to property owners. Natural Resources Coordinator, Alpine Ranger District, FIREWISE Coordinator, Alpine and Nutrioso Fire Chiefs- assist property owners in site assessments for landscape modification to increase fire safety. AZ State Forestry, Ken Butler- Contract with conservation crew for Right of Way clearing in South Fork. Libraries-Electronic reimbursement submissions.

## Scope of Work

All information for the project must fit into the allotted character space provided below.

**Provide a brief scope of work which clearly describes how grant funds will be spent. (This should be more specific than the Project Overview.) Break out by task and tie into total project budget (Box 5). Include any additional information regarding special budget detail in this section. 4000 characters max**

8 The 20 acres of private properties between the on-going 26 Bar Project to the East and South Fork treatment site West, separated by the Big Lake Highway requires treatment. Costs are calculated at \$1,000 per acre reimburseable at 90% totalling \$18,000 in grant funds and \$2,000 as in-kind match. Upon completion of this project, more than 10 square miles between 26 Bar Ranch and the South Fork Campground will have thorough wildfire treatment by January 2014. The result, a true example of seamless hazardous fuels reduction by private, tribal (26 bar), county, state, and federal organizations. Areas are readily accessible to fire crews and local contractors. This provides a work site during fall and winter months. The location is less than 10 miles to the Eagar Green Waste Pit. The proximity reduces slash hauling costs and minimizes burning. Local residents have benefitted from firewood removed from these sites in the past. Property owners plan to provide families in need with free firewood. There are 80 acres in Alpine and 50 acres in Nutrioso in need of treatment. Some grant funding will be used to send letters to seasonal residents whose properties are in need of treatment. An estimated \$1,000 will be allocated to postage costs at the current postage rate. Apache County will donate supplies in the form of paper and printing costs for flyers and information packets. This will be a rate of \$.10 per black and white copy and a rate of \$.50 per color copy. One set of laser print cartridges will be purchased to offset costs. These are at a cost not to exceed \$500. The 'Supplies' total is in the amount of \$1,500 in-kind and \$500 to the grant. Nutrioso and Alpine residents may treat at the \$1,000 per acre rate reimburseable at 90%. This is a total of \$130,000 and a match amount of \$13,000 in 'contractual' expenses. Right of Ways fuel reduction will take place in South Fork as a cooperative agreement with State Forestry Conservation Crew, Escudilla Unit. Final treatment in South Fork is necessary to provide complete treatment and promote proper hazardous fuels mitigation to compliment what residents have already done. The Conservation Crew can decrease cost without decrease in quality. The Crew can treat 1.5 acres per day at a rate of \$1,350.00 per day. It is estimated that no more than 3 days will be required to complete treatment in South Fork. This is a 'labor' cost of \$4,050. The final 'contractual' expense will total \$30,000. This expense is related to Doyel Shamley's work on the project. Mr. Shamley will spend 100 hours per quarter at a rate of \$45.00 per hour assessing properties, providing technical assistance, traveling, and being of assistance to property owners and partner agencies as necessary. Mr. Shamley's expertise and work as Apache County's Natural Resources Coordinator is vital to the success of the program. Mr. Shamley will be required to keep a task log of activities and invoice Apache County each quarter for duties performed. Administrative costs will be paid to Apache County Grants Manager. This cost totals \$30,000 at a rate of \$20/hour. Tasks associated with this cost are: conversations with property owners, travel time to site visits, documentation of project progress, reimbursements and fulfilling reporting requirements. A task log will be required for reporting requirements and reimbursement requests made to State Forestry on a quarterly basis. Project related travel at the current \$.55/mile rate equal to 818 miles from the Apache County Annex in Saint Johns to various site locations over the life of the grant is reflected on the budget worksheet. This information is recorded on task logs submitted by Grants Manager. Library staff will contribute \$500 of in-kind support. The fire chiefs' time assessing properties and meeting with property owners will total \$8,000 over the life of the grant as in-kind support. FIREWISE coordinator will contribute \$1,000 of in-kind time.

<b>Project Timeline</b>	
All information for the project must fit into the allotted character space provided below.	
<b>9</b>	<p><b>Provide a <u>timeline</u> for the entire project. Include milestones; begin/end dates, planned quarterly accomplishments, etc.</b> 900 characters max</p> <p>Following the grant award, contract approval by the County Board of Supervisors, notification efforts in the form of a community meeting, and letters to residents in project areas of funding availability in Summer 2013. Project will begin . In Fall 2013, some thinning may take place. Reports will be sent to State Forestry beginning December 2013. Limited activity will take place during the winter months, November 2013-March 2014. A projected 50% of project completion is estimated by January 2014. By Spring 2014 progress will increase and Nutrioso and Alpine will be the main treatment sites. Another community meeting will be held to encourage progress to continue. Project will see 80% completion by summer 2014. Grant close-out is expected in December 2014. Site assessments with before and after pictures and documentation of progress will be ongoing during the life of the grant.</p>

<b>Community Wildfire Protection Plan</b>	
<b>10</b>	<p><b>Is this Project within an approved CWPP which follows the Healthy Forest Restoration Act guidelines:</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> In Development</p> <p><b>If CWPP "In development" – please describe the status and expected completion date:</b> 100 characters max CWPP for At Risk Communities on the Apache National Forest in Apache County (ACWPP) was completed in 2004.</p> <p><b>CWPP Name:</b> ACWPP</p> <p><b>Is the project area identified as a priority within the CWPP:</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><b>If yes, please explain (attach brief/relevant CWPP maps or documentation that identifies this project):</b> 270 characters max The project areas are outlined on pages 13 and 14 of the CWPP. Maps contained in the CWPP show these same areas to carry high fuel loads. Pages 44 through 46 site these areas as priority treatment sites and include recommended treatment types. Referenced pages attached</p>

<b>Project Longevity / Maintenance</b>	
<b>11</b>	<p><b>Clearly explain how this project will remain effective over time without additional grant support.</b> 450 characters max</p> <p>The overall goal is to have all communities in a safer position by lessening the threat of catastrophic fire through initial thinning projects. FireWise and Stewardship Programs and furthering relationships between local fire departments and residents will maintain a sustainable hazardous fuels reduction program in Apache County.</p>

**Permitted Attachments:**

Check all that apply

- Project Maps** (Maximum of 5 pages – 8 ½ x 11)
- CWPP Priority Documentation** (Maximum of 5 pages 8 ½ x 11)
- Letters of Support** (Maximum of 5)

**ATTACHMENT B**  
**(Cover Sheet)**

**Detailed Project Plan – Subject to State Approval**  
(Include specific planned accomplishments, detailed project budget, and time line)

There are 594 acres of private parcels with dwellings containing extremely high fuel loads and densities in the southwestern portion of Eagar, which border the 26-Bar Ranch. These properties are primarily to the south and east of 26-Bar Ranch, with the ranch currently undergoing hazardous fuels reduction work, which will result in a seamless treatment zone along that quadrant of Eagar to protect the community and citizens. This primary working zone for this section of private properties directly abuts Federally Managed Forestland and it is estimated that 10% of those properties along the bordering land interface be treated to mitigate hazardous fuels. Estimated acres is 50-60 in this area. Costs are calculated at \$1,000 per acre reimburseable at 90% totalling \$60,000 in grant funds and \$6,000 as in-kind match. There will be no piling and burning on project sites with all waste cuttings chipped and/or hauled to the Green Waste Pit free of charge, the pit arrangements being offered by the Town of Eagar. Those residents who are already burdened with the increased water flows and velocity due to the Wallow Fire will be allowed to disperse the chipped materials to abate erosion of their properties into our irrigation and watersheds. This area is mostly pinon-juniper and prime firewood material for residents in need and with the base of volunteer support, all cut trees will be donated for heating fuel. Sean Nau, Eagar Town Manager, has already put the Hazardous Fuels Program on the Eagar Town Council Meeting for September 2013. The program will be presented to residents and information given out and available at the Eagar Town Hall. The Town of Eagar Public Works and Engineering will help in all mapping and notification needs as well, aiding in the documentation of parcels completed and follow-up with citizens as appropriate. The library will be instrumental in getting documents to Apache County in a timely manner as has proved so successful in the 2012 project. There are many local contractors that are unable to work during the months of November – March due to snow loads at higher elevations. The available work that Eagar will provide them will ensure employment throughout these winter months.

There are 90-100 combined acres in Alpine and Nutrioso in need of treatment. The WFHF 2012 grant project has run so smoothly that a community meeting will not be necessary. Information of the new award will be posted at the Alpine Ranger District, Nutrioso and Alpine Fire Departments, Post Offices and the Library. Information will also be posted on the Apache County Website. The Fire chiefs in these communities will start calling down the waiting list and contacting residents of properties that they feel need are a treatment priority. There are approximately 50 acres on the waiting list as of 7/25/2013. All site assessments are complete for 100+ acres in Alpine and Nutrioso using 2012 administration funds. Nutrioso and Alpine residents may treat at the \$1,000 per acre rate reimburseable at 90%. This is a total of \$50,000 and a match amount of \$5,000 in 'contractual' expenses. As a cooperative agreement with State Forestry Conservation Crew, Escudilla Unit. Treatment on properties that are cost prohibitive to property owners will be addressed by the Conservation Crew. The Conservation Crew can decrease cost without decrease in quality. The Crew can treat 1.5 acres per day at a rate of \$1,350.00 per day. In the 2012 project we have seen the crew treat an estimated \$8,000 parcel for just under \$700. This is tremendous cost savings that keeps more work on the ground and does not decrease estimated acres treated. Again in Alpine and Nutrioso, there will be no slash, pile and burning. The limbs and small slash will be chipped and used on site to slow water run-off or hauled to green waste. All cut trees will be lopped into 16-20 inch pieces and left to be hauled off by one of the firewood outlets: District 2 Supervisor, Judge Yellowhorse, Adult Probation, Boy Scouts, Church Groups, etc. All firewood to date

has been donated to low-income, disabled, and elderly people in need. Much has gone to The Navajo Reservation for winter heating fuels. The Navajo Nation experienced an emergency last winter due to a harsh winter freeze. The stockpile of heating fuel will help to prevent some of the frozen pipes that residents experienced last winter.

The remaining funds roughly \$20,000 will be allocated to administration duties and mileage reimbursements made to Malena Bazarro, Grants Manager, and Doyel Shamley (Natural Resources Coordinator) for their work managing the project. If funds are available treatment can progress with those remaining acres on the waiting list.

Arizona State Forestry – Project Budget Worksheet

Project: WFHF 2013

<b>Total Project Budget (by expense type)</b>				
<b>Budget Detail</b>	<b>Grant Share (\$ Amount Requested)</b>	<b>Match</b>		<b>TOTAL</b>
		<b>Dollars</b>	<b>In-Kind</b>	
<b>Administrative Labor:</b>	10,000	\$0	\$0	<b>10,000</b>
<b>Project Labor:</b>	\$0	\$0	\$0	<b>\$ 0</b>
<b>Fringe Benefits:</b>	\$0	\$0	\$0	<b>\$ 0</b>
<b>Travel:</b>	4,000	\$0	\$0	<b>4,000</b>
<b>Equipment:</b>	\$0	\$0	\$0	<b>\$ 0</b>
<b>Supplies:</b>	\$0	\$0	\$0	<b>\$ 0</b>
<b>Contractual:</b>	160,000	\$0	19,333.33	<b>179,333.33</b>
<b>Other:</b>	\$0	\$0	\$0	<b>\$ 0</b>
<b>TOTAL:</b>	<b>\$ 174,000</b>	<b>\$ 0</b>	<b>19,333.33</b>	<b>193,333.33</b>

<b>Budget Narrative</b>
<p><b>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</b></p> <p>Apache County plans to treat 60 acres on properties that abut Federal Forest Land in Eagar. Costs are calculated at \$1,000 per acre reimburseable at 90% totalling \$60,000 in grant funds and \$6,000 as in-kind match. There will be no piling and burning on project sites. All cuttings will be hauled to the Green Waste Pit free of charge. This area is mostly pinon-juniper and prime firewood material for residents. With the base of volunteer support, all cut trees will be donated for heating fuel. Sean Nau, Eagar Town Manager, has committed Town equipment to haul slash and waive dump fees at the green waste pit. There are many local contractors that are unable to work during the months of November – March due to snow loads at higher elevations. The available work that Eagar will provide them employment through these winter months.</p> <p>There are 90-100 combined acres in Alpine and Nutrioso in need of treatment. The Fire chiefs in these communities will start calling down the waiting list and contacting residents of properties that they feel need are a treatment priority. There are approximately 130 acres on the waiting list as of 12/1/2013. The limbs and small slash will be chipped and used on site to slow water run-off or hauled to green waste. Apache County will plan to treat 90 acres in Nutrioso and Alpine. Residents may treat at the \$1,000 per acre rate reimburseable at 90%. This is a total of \$100,000 and a match amount of \$10,000 in 'contractual' expenses. As a cooperative agreement with State Forestry Conservation Crew, Escudilla Unit. Treatment on properties that are cost prohibitive to property owners will be addressed by the Conservation Crew.</p>

**Budget Narrative - Continued**

Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).

All cut trees will be lopped into 16-20 inch pieces and left to be hauled off by one of the firewood outlets: District 2 Supervisor, Judge Yellowhorse, Adult Probation, Boy Scouts, Church Groups, etc. All firewood to date has been donated to low-income, disabled, and elderly people in need. Much has gone to The Navajo Reservation for winter heating fuels.

Administration will be broken out as follows:

Doyel Shamley- included unter contractual expenses- As Natural Resources Coordinator for Apache County will commit 200 hours to the project at \$45.00/hour totalling \$9,000. Another \$1,000 will be allocated to travel related to the project.

Malena Bazarro, Apache County Grants Manager is committed to 500 hours to the project at a rate of \$20/hour, totalling \$10,000. Mileage will be calculated at the current Federal rate for a total of \$3,000 in travel funds.

## **ATTACHMENT C General Provisions**

### ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the correct accounting and administrative procedures for managing the grant in accordance with all applicable State laws.

### HATCH ACT

The Sub-grantee shall comply with provisions of the Hatch Act limiting the political activities of public employees.

### NEPA

The Sub-grantee shall comply with applicable State and Federal laws regarding the environment (NEPA; National Environmental Protection Act).

### COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

### EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

### RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by the State or Sub-grantee.

#### RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

#### COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

#### ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

#### ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

#### TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

#### CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

#### TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

## FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

## SUSPENSION OR DEBARMENT

The Sub-grantee shall not enter into any contract or agreement with any party which is debarred or suspended from participating in State assistance programs.

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

## TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

## GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

## INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

## COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment cannot be used as a match for any other State or federal cost-share programs. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval.

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the “Grant Reimbursement Form”. By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

---

**INELIGIBLE COSTS** – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee’s sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

**REIMBURSABLE PROJECT EXPENSES** – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

**Labor**- may include paid staff , contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

**Supplies** - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

**Equipment Purchases (small)** – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

**Equipment Purchases (large)** - Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

**Equipment Rental** – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

**Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

**Equipment Operating Costs** - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with State funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

## ATTACHMENT D

### Grant Reimbursement and Documentation Requirements

**ELIGIBLE MATCH** – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR220, 2CFR225, 2CFR230).

Matching investments will not be directly reimbursed.

Examples of possible match include:

**Cash** - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

**In-kind Contributions** - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party.

**Volunteer** - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.

**ATTACHMENT E**

**Quarterly Performance Report**

Year: \_\_\_\_\_

Quarter ending (circle one):      **Mar 31**      **June 30**      **Sept 30**      **Dec 31**

Project Name: \_\_\_\_\_ Grant No: \_\_\_\_\_

Sub-grantee Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person Filing This Report: \_\_\_\_\_

**(Attach additional pages as needed)**

**Narrative Report:** (List activity for this quarter. Include appropriate comments regarding expenditures for employees or equipment, volunteers, donated time or materials etc.)

**Project Objectives Accomplishment:** (During this reporting period, what progress has been made toward meeting the project objectives stated in the Detailed Project Plan?)

- 1)
- 2)
- 3)

**Measurement Criteria:** (What is the success in meeting the overall measurement criteria stated in the Detailed Project Plan?) Please provide cumulative numbers for key criteria, such as acres completed, trees planted, educational program completed, etc.

List key project objectives and current overall status:

- 1)
- 2)
- 3)



## Arizona State Forestry Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number: \_\_\_\_\_  
 Organization Name: \_\_\_\_\_  
 Total Grant Amount:           \$0.00                Total Match Required:           \$0.00            
 Grant Expiration/End Date: \_\_\_\_\_ (Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):		
	Reimbursable Costs	Match
	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>

This Reimbursement Period:			
Item	Reimbursable Costs	Match	Total
Administration	0.00	0.00	0.00
Personnel	0.00	0.00	0.00
Contracted Services	0.00	0.00	0.00
Supplies	0.00	0.00	0.00
<i>Other</i>	0.00	0.00	0.00
<i>Other</i>	0.00	0.00	0.00
<i>Other</i>	0.00	0.00	0.00
Volunteer time	N/A	0.00	0.00
In-Kind Contributions	N/A	0.00	0.00
<b>Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Cumulative Project Totals (This period request added to all previous reimbursement requests):		
	Reimbursable Costs	Match
	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>

\* As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

\_\_\_\_\_  
 Authorized Signature Title Date

**SIGNATURE LINE STATEMENT** (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Anahe County Sheriff's Office

Date/Signature: February 06, 2014

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

Anahe County Sheriff's Office requests authorization to accept "Memorandum of Understanding - OPS Contract # 2013-202 regarding fiscal year 2014 subaccount funding."

BOC Meeting Date Requested: February 18, 2014

PRELIMINARY ITEM REVIEW

Review Requested:  Legal  Finance  Purchasing  Human Resources  Other:

Legal Review: Sent to Attorney Joe Young

Signature:

Finance Review:

Signature:

Purchasing Review

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Revised completion form approved for Agenda. Supervisor/Board Clerk's initials

BOARD ACTION TAKEN

Approved  Disapproved  Deleted  Continued to:

Signature Clerk of Board

## Brannon Eagar

---

**From:** Joe Young <JYoung@apachelaw.net>  
**Sent:** Tuesday, February 11, 2014 1:00 PM  
**To:** Brannon Eagar  
**Subject:** RE: MOU review for BOS mtg

This is a valid contract generally complying with legal requirements of its kind.

---

**From:** Brannon Eagar [beagar@co.apache.az.us]  
**Sent:** Wednesday, February 05, 2014 2:23 PM  
**To:** Joe Young  
**Subject:** MOU review for BOS mtg

Hi Joe,

Please review the attached MOU for form and legal authority. I would like to have it on the BOS agenda on Thursday

~~March 6<sup>th</sup>~~ Feb 18<sup>th</sup> per Lillian

Thank you,



Brannon Eagar  
Chief Deputy  
Emergency Management Director  
Apache County Sheriff's Office  
[beagar@co.apache.az.us](mailto:beagar@co.apache.az.us)  
Cell: 928-245-6294

**ARIZONA DEPARTMENT OF PUBLIC SAFETY**

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*"Courteous Vigilance"*JANICE K. BREWER ROBERT C. HALLIDAY  
Governor Director

January 9, 2014

Joseph Dedman, Jr., Sheriff  
Apache County Sheriff's Office  
P.O. Box 518  
St. Johns, Arizona 85936**RE: MEMORANDUM OF UNDERSTANDING - DPS CONTRACT NO. 2013-202  
REGARDING FISCAL YEAR 2014 SUBACCOUNT FUNDING**

Dear Sheriff Dedman:

Enclosed please find two (2) originals of the above referenced Memorandum of Understanding for your review and signature. If the enclosures meet with your approval, please sign both originals and return one to the following address for further processing:

Gang Enforcement Bureau Commander  
Arizona Department of Public Safety  
P. O. Box 6638, Mail Drop 3700  
Phoenix, Arizona 85005-6638

Your agency's participation in the State Gang Task Force is most appreciated. We look forward to our partnership in combating criminal gang activity in the State of Arizona.

Thank you and should you have any questions, please contact me at (602) 223-2410.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan L. Wells".

Major Dan L. Wells  
Gang Enforcement Bureau Commander

DLW/js

enclosures

**MEMORANDUM OF UNDERSTANDING  
REGARDING A.R.S. §41-1724**

This Memorandum of Understanding ("MOU") is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Apache County Sheriff's Office, hereinafter referred to as "ACSO".

This MOU serves as notification for the release of funds designated for ACSO by the State and passed through DPS for strict enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws. The funding may also be utilized for county jail costs relating to illegal immigration.

**I. PARTICIPATION**

DPS agrees to provide ACSO with \$11,600 pursuant to A.R.S. §41-1724.

ACSO agrees to utilize the funding solely for strict enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws, as well as county jail reimbursement costs relating to illegal immigration.

ACSO certifies its agency will comply with A.R.S. §11-1051 to the fullest extent of the law.

**II. FUNDING**

DPS shall disburse \$11,600 to ACSO in two payments as follows:

- \$5,800 by January 15, 2014 (or as soon after execution of the MOU as practical)
- \$5,800 by April 15, 2014

**III. RECORDKEEPING**

All records regarding the MOU must be retained for five (5) years after expiration of the MOU in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

**IV. EFFECTIVE DATE/DURATION**

The terms of this MOU shall become effective upon the date the last signature is obtained.

The duration of this MOU shall be the fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>, and will renew annually pending review and approval of subaccount funds by the State Legislature. If funds are not appropriated to support this MOU, DPS will provide written notice to ACSO notifying them of termination of funding and cancellation of the MOU.

**V. CANCELLATION**

All parties are hereby put on notice that this MOU is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

DPS Contract No. 2013- 202  
Arizona Department of Public Safety/Apache County Sheriff's Office

**VI. COMMUNICATION**

Any notice required to be given under the MOU will be provided by mail to:

Gang Enforcement Bureau Commander  
Arizona Department of Public Safety  
P. O. Box 6638, Mail Drop 3700  
Phoenix, Arizona 85005-6638

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

**VII. VALIDITY**

This document contains the entire understanding between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this MOU is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this MOU to be executed by the proper officers and officials.

**ARIZONA DEPARTMENT OF PUBLIC SAFETY**

By: Robert C. Halliday, Director  
FOR Robert C. Halliday, Director

Date: 1/7/14

APPROVED AS TO FORM:

BP  
Assistant Attorney General

Date: 1/6/14

**APACHE COUNTY SHERIFF'S OFFICE**

By: Joseph Dedman, Jr., Sheriff

Date: 4/30/14

By: \_\_\_\_\_  
Authorizing County Official

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL AUTHORITY:

\_\_\_\_\_

**APACHE COUNTY BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Tom M. White, Jr., Chairman

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Delwin P. Wengert, Clerk of the Board

Date: \_\_\_\_\_



**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

ENGINEER'S OFFICE

Date/Signature: 2/10/14

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

Ratify work done by D&H PETROLEUM at the chinle road yard for a fuel leak. Permission to use the above vendor for services at said location to continue mitigation of the fuel leak.

BOS Meeting Date Requested

**PRE-AGENDA ITEM REVIEW**

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

**BOARD ACTION TAKEN**

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

## Dale Hauser

---

**From:** Joe Young [JYoung@apachelaw.net]  
**Sent:** Wednesday, January 29, 2014 11:49 AM  
**To:** Dale Hauser  
**Subject:** RE:

yes, lets just ratify and approve in one agenda item

---

**From:** Dale Hauser [dhauser@co.apache.az.us]  
**Sent:** Wednesday, January 29, 2014 11:13 AM  
**To:** Joe Young  
**Subject:** RE:

Same agenda item for future work or different agenda item

---

**From:** Joe Young [mailto:JYoung@apachelaw.net]  
**Sent:** Wednesday, January 29, 2014 11:14 AM  
**To:** Dale Hauser  
**Subject:** RE:

Lets still go with the ratification then.

---

**From:** Dale Hauser [dhauser@co.apache.az.us]  
**Sent:** Wednesday, January 29, 2014 11:09 AM  
**To:** Joe Young  
**Subject:** RE:

Work has already been done. There is more work to do at this site.

---

**From:** Joe Young [mailto:JYoung@apachelaw.net]  
**Sent:** Wednesday, January 29, 2014 11:05 AM  
**To:** Dale Hauser  
**Cc:** Tamie Herrick  
**Subject:** RE:

It sounds like the work has already been performed right? At this stage we are only approving payment.

Given that, I think it better to present the agenda item as a ratification:

Discussion and possible approval of the ratification of decision to utilize D&H Petroleum and Environmental Services for professional services on the emergency remediation project at the Chinle Road Yard.

Let me know if I misread your email though.

---

**From:** Dale Hauser [dhauser@co.apache.az.us]  
**Sent:** Wednesday, January 29, 2014 10:05 AM  
**To:** Joe Young  
**Cc:** Tamie Herrick  
**Subject:**

Joe,

Ferrin wanted me to email this to you for your input.

Short history: We discovered a active leak in the underground part of the fuel system at the Chinle road yard. At about the same time we award a bid for some upgrades to the fuel delivery system from D&H Petroleum and adopted a new purchasing procedures in the same time frame. Navajo Nation EPA mandated immediate action on the underground leak. D&H was on site and we used then to satisfied the immediate demands of NNEPA. D&H proceeded with the next stage of the project per our request. I went to pay for that stage. I discovered that there are no BOS minutes or purchase order. Will this agenda item take care of the past and future activities for D&H.

PERMISSION TO UTILIZE D&H PETROLEUM AND ENVIROMENTAL SERVICES FOR PROFESSIONAL SERVICES ON THE REMEDIATION PROJECT AT THE CHINLE ROAD YARD.

Thank you  
Dale



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby Engineering

Date: 2/10/14 Signature: *Tamara Klemm*

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

*DISCUSSION of possible approval  
Three Forks Road Project Agreement between  
Apache-Sitgreaves National Forest and FHWA  
Central Federal Lands Highway Division Apache County.*

Date & Time Needed:

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

Legal Review: *Joe Young - email attached*  
Signature:

Finance Review:  
Signature: *[Signature]*

Purchasing Review:  
Signature:

Human Resources Review:  
Signature:

Other Review:  
Signature:

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

BOARD ACTION TAKEN  
//Approved //Disapproved //Deleted //Continued to:

Signature Clerk of Board

## Beth Bond

---

**From:** Tamie Herrick  
**Sent:** Monday, February 10, 2014 12:28 PM  
**To:** Beth Bond  
**Subject:** FW: Per County Manager email approvals

*Here are the county attorney approvals on the two items on the agenda. Thanks Tamie*

**From:** Michael B. Whiting [<mailto:MWhiting@apachelaw.net>]  
**Sent:** Monday, February 10, 2014 12:23 PM  
**To:** Tamie Herrick; Joe Young  
**Cc:** Ferrin Crosby  
**Subject:** RE: Per County Manager email approvals

sure that's no problem the professional services agreement is fine also the Three Forks contract is fine

"Talk to Text" please ignore errors.

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

**From:** Tamie Herrick  
**Date:** 02/10/2014 12:11 PM (GMT-07:00)  
**To:** Joe Young , "Michael B. Whiting"  
**Cc:** Ferrin Crosby  
**Subject:** Per County Manager email approvals

**THREE FORKS ROAD  
PROJECT AGREEMENT  
APACHE – SITGREAVES NATIONAL FOREST  
AZ FLAP 249(1)**

Date: January 1, 2014

This project agreement describes specific requirements to be fulfilled and duties to be performed by principal partners in order to produce the services and products described herein and agreed to below by their signatory representatives. The purpose of this project agreement is to identify and assign responsibilities for the environmental analysis, design, and construction required to deliver the final project using funds made available under the Forest Highway Program, and to ensure maintenance of the roadway for public use once improvements are made, in conformance with Title 23 CFR 660.105(d)(1) and 660.111(c)(1)&(4).

Parties to this Agreement:

Apache County, Apache-Sitgreaves National Forest and the Federal Highway Administration – Central Federal Lands.

The Program Decision Committee approved this project into the FLAP Program on April 11, 2013 for Arizona.

**Agreed:**

\_\_\_\_\_  
James E. Zornes, Forest Supervisor, Apache-Sitgreaves  
National Forest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom M. White Jr, Chairman, Apache County Board of  
Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ed Martinez, FHWA Central Federal Lands

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Davies – Director, Project Delivery  
Federal Highway Administration (FHWA)  
Central Federal Lands Highway Division (CFLHD)

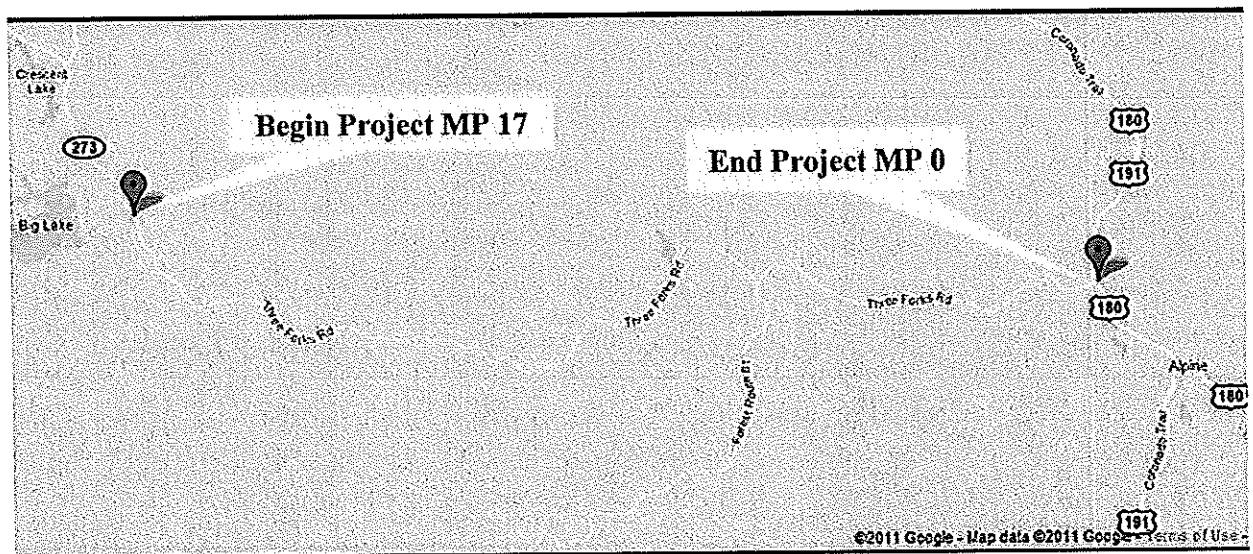
\_\_\_\_\_  
Date

**PROJECT LOCATION:**

The Central Federal Lands Highway Division (CFLHD) of the Federal Highway Administration (FHWA), in cooperation with Apache County and the Apache-Sitgreaves National Forest in Apache County, Arizona are proposing improvements to Forest Highway 42. This route is also referred to as Three Forks Road and runs from the junction of SR 180 / 191 on the east (approximately 2 miles north of Alpine, Arizona) towards SR 273 on the west for approximately 17 miles. The overall project is approximately 50 miles southeast of Show Low, Arizona. The project is located in the Apache Sitgreaves National Forest and is maintained by the Forest Service and Apache County.

At the Arizona Forest Highway Tri-Agency meeting in 2010, it was decided to program a project on the FH 42 due to the length of the roadway and the need for updating. Lack of adequate funding to the forest for this route leaves the route vulnerable to deterioration over time and the route meets the requirements of the Arizona Forest Highway funding program. The roadway surface is currently gravel along the entire route. The Tri-Agency meeting at that time programmed \$7.0 Million for initial improvements on the route. The Federal Highway Administration, Central Federal Lands scoped and initiated design for the entire route with intention to break out a package that met the initial budget. In the 2013 Arizona Federal Lands Access Program (FLAP) call for projects, the route was selected for funding to complete the route with overall improvements to make it a paved surface throughout, along with improved safety, drainage and signing. Eligibility for the FLAP Program included that a local agency (Apache County) is sharing maintenance of the route.

**Project Location Map**



## **PROJECT SCOPE:**

The purpose of the project is to provide roadway improvements to approximately 17 miles of roadway. These improvements consist of paving the roadway surface, some minor retaining walls and improved roadway template to allow for guardrail where needed and adequate lane width throughout the route. Other improvements include replaced or lengthened culvert pipes, ditch improvements, signing and striping.

The project budget is anticipated to be \$17.0 Million for FY 14 construction. Construction would be during the summer construction season of the year advertised, currently anticipated for FY14 which would allow construction to initiate in the Summer 2014.

Specific areas of concern or areas of required work by functional discipline are as follows:

### **Bridge**

There is one channel crossing along the route at the Three Forks crossing. This existing structure consists of a triple concrete box and is in good condition. Guardrail approaches will be addressed as needed for upgrading to current standard.

### **Typical Section**

The roadway template will not be changed, however one section (approximately 1.4 mile) will be widened to provide a consistent template through the entire route. The proposed typical section is to allow for a full roadway template along the entire route consisting of two 11-foot travel lanes and two 2-foot shoulders. The existing roadway bench varies between 23 feet and 38 feet. The widened section consists of improving the bench from 23 feet to at least 30 feet to provide adequate template width. One area will require a wall section to handle the roadway template.

### **Utilities**

There are no known utilities or conflicts on this route.

### **Environment and Permits**

FHWA will complete the NEPA compliance process and the project is anticipate to be eligible for a Cat Ex prepared by FHWA with FS guidance.

### **Right of Way**

There are no known right of way issues on this route and none anticipated although there are some locations with private right of way adjacent to the roadway. The entire project limits are within the forest service boundary. There are three roads from FH 42 serving as access points to private properties within the project limits.

### **Highway Design**

Signing, striping, delineation and guardrail will be addressed to AASHTO Standards for the areas with new paved sections only. All other areas will stay as they are currently at the forest service request.

### **Construction**

It is anticipated that construction will span two construction seasons but will be re-assessed once the final design plans are completed. Traffic delays will be anticipated and will be handled with flagging operations and public information recommending alternate routes around the construction area. Access will not be restricted to all private roadways, recreational areas and forest use areas with the construction.

### **PROJECT RESPONSIBILITIES:**

#### *Apache County, Arizona*

During Project Development, Apache County will:

1. Review and sign this Project Agreement.
2. Attend field reviews and meetings as needed.
3. Review the plans and specifications at each phase and provide any needed project development support.
4. Provide overall direction, along with the FS, on requirements by the county to ensure the plans, specifications and estimate (PS&E) are consistent with the intended outcome.

During Construction, Apache County will:

1. Designate a representative who will be the primary contact for the FHWA's Construction staff.
2. Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E.
3. Attend final inspection with FHWA upon completion of construction. Provide overall direction regarding county policy and administration for the project and concur with the final plans and specifications.
4. If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA, contractor, etc.).

*Apache-Sitgreaves National Forest*

**During Project Development, the FS will:**

1. Review and sign this Project Agreement.
2. Attend field reviews and meetings.
3. Review the plans and specifications at each phase of the design and provide project development support.
4. In coordination with the FHWA project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome.
5. Provide overall direction regarding FS policy and administration for the project and concur with the final plans and specifications.
6. Provide a fire plan for incorporation into the Special Contract Requirements.
7. Provide support to FHWA (respond to question regarding environmental issues), as requested, for the development of environmental documents and answer design related questions from FHWA and our design consultant in a timely manner.
8. If required, collaborate with FHWA and to develop a Special Use Permit to limit access in the forest for the FHWA contractor.
9. Provide input and information for a Special Use permit for any lands within the National Forest used for material sources, waste areas, temporary detours, or as staging areas for the contractor.
10. Assist CFLHD on analyzing potential temporary detours.
11. Enter into a separate Reimbursable Agreement for this project which includes a 5.7% Arizona match on costs for Preliminary Engineering (PE) necessary to complete the project design and local match of 5.7% on all Construction Engineering (CE) and Construction costs (CN) for the construction effort.

**During Construction, the FS will:**

1. If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA, contractor, etc.).
2. Designate a representative who will be the primary contact for the FHWA's Construction staff.
3. Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E.
4. Attend final inspection with FHWA upon completion of construction.

*Federal Highway Administration, Central Federal Lands Highway Division*

**During Project Development, the FHWA will:**

1. Develop and sign this Project Agreement.
2. Manage project development schedule and preliminary engineering costs.
3. Perform pavement and geotechnical investigations.
4. Perform Hydraulics analysis.
5. Obtain all necessary environmental permits.
6. Prepare the PS&E for the proposed project.
7. Prepare ROW plans for the Highway Easement Deed as necessary.

8. Advertise and award the contract. Bids will not be solicited by FHWA until the FS has concurred with the plans and specifications.
9. Collaborate with FS to Develop the Special Use Permit.
10. Work closely with representatives of the Forest Service.
11. Project Manager (PM) is the single point of contact for the project and will provide general leadership and overall project coordination until final acceptance.
12. Designer will provide technical direction and assistance to the project team, act in a coordinating capacity to the PM, and will be responsible for oversight and final QA/QC of the plans, specifications and estimate.

**During Construction, the FHWA will:**

1. Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract (FS, contractor, etc.).
2. Advertise and award project. Provide Project Engineer on site for construction administration.
3. Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the PS&E.
4. Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state maintenance work.
5. Verify adherence to environmental documents.
6. Attend final inspection with the FS upon completion of construction.

**PROJECT TEAM MEMBERS:**

Federal Highway Administration:

Ed Martinez  
Project Manager  
[edward.martinez@dot.gov](mailto:edward.martinez@dot.gov)  
720-963-3731  
12300 W. Dakota Avenue  
Lakewood, CO 80228

Apache County:  
Ferrin Crosby  
County Engineer  
75 W Cleveland St, St Johns, AZ 85936  
[cfcros@co.apache.az.us](mailto:cfcros@co.apache.az.us)

Three Forks Road  
Project Agreement

AZ Forest Highway 42  
AZ FLAP 249(1)

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Atkins North America:

Bianca Smith  
Project Manager  
[bianca.smith@atkinsglobal.com](mailto:bianca.smith@atkinsglobal.com)  
303-221-7275

Apache-Sitgreaves National Forest:

Jim Zornes  
928-333-6301  
[jzornes@fs.fed.us](mailto:jzornes@fs.fed.us)  
Forest Supervisor  
P.O. Box 640  
Springerville, AZ 85938

Rick Davalos  
Forest District Ranger – Alpine  
928-339-5010  
[rdavalos@fs.fed.us](mailto:rdavalos@fs.fed.us)  
P.O. Box 469  
Alpine, AZ 85920

Debbie MacIvor  
Forest Engineer  
928-333-6270  
[dmacivor@fs.fed.us](mailto:dmacivor@fs.fed.us)  
P.O. Box 640  
Springerville, AZ 85938

Chris Miller  
Project Engineer  
928-333-6274  
[chriswmiller@fs.fed.us](mailto:chriswmiller@fs.fed.us)  
P.O. Box 640  
Springerville, AZ 85938

Forest Archeologist  
Heritage Program Manager/Forest Tribal Liaison  
Apache-Sitgreaves National Forests  
P.O. Box 640  
Springerville, Arizona 85938

**PROJECT SCHEDULE:**

Task	Responsible Lead	Schedule		Description of Critical Elements
		Start	Finish	
Project Development Planning	FHWA	Fall 2011	April 2012	Scoping Site Visit and Project Delivery Plan
Environmental Compliance	FHWA	January 2012	March 2014	CatEx completed
Preliminary Design and Final Design	FHWA	April 2012	August 2012	Including 30% Design Report, 70% Plan Review and 95% Design Review
Final Design Letter of Consent Final Design	FHWA	August 2012	February 2014	Development of final contract documents Obtain Letter of Consent from the FS for DOT Easement (if required). This time frame allows for the schedule stop which affected this project after the initial 70% Review.
Advertisement/Award/NTP Final Design Letter of Consent	FHWA	March 2014	April 2014	Dependent on FH funding Development of final contract documents Obtain Letter of Consent from the FS for DOT Easement (if required)Development

**CONTRACTING AND PROCUREMENT:**

FHWA, as the contracting office, will review the available contracting options, and with the concurrence of the Forest Highway, utilize the most effective contracting method. Where possible, A+B (Cost + Time) may be used to determine the lowest bidder, and minimize disruption due to construction operations.

The Contract Special Provisions will make an offer to the contractor to enter into a partnering work session with all parties involved in the contract. In addition, the contractor will be encouraged to develop, prepare, and submit value engineering change proposals (VECPs) and share in any contract savings realized from accepted VECPs.

**ACCEPTABILITY AND CHANGES:**

Unless this agreement is modified in writing, it is expected that this project will be delivered within the stated scope, schedule, and budget. If changes are required, the responsible team member will escalate the change needs, with justification for the change, to the team leaders. The team leaders will assure that additional funds are available to accommodate the change. It is the responsibility of the project development team to recognize when changes are needed and to make timely notification to management in order to avoid project delivery delays.

**ESCALATION MATRIX:**

<b>CFLHD</b>	<b>FOREST SERVICE</b>	<b>APACHE COUNTY</b>
Project Development Team	Project Development Team	Project Development Team
Project Manager: Ed Martinez (FHWA Team Lead)	Forest Supervisor Jim Zornes	Apache County District III Supervisor Barry Weller
Project Management Engineer: Ed Hammontree	Forest Service Rick Davalos (District Ranger)	Apache County Engineer Ferrin Crosby
	Forest Engineer Debbie MacIvor	
	Project Engineer Chris Miller	



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby Engineering

Date: 2/6/14 Signature: James Xerru

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

Request authorization to enter into a Professional Service Contract with Jim Thornhill at the rate \$40.00 per hour. He will be providing

Date & Time Needed: Services related to Land Surveying and related services up to and including drafting, research, etc.

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

Legal Review: Joe Young - email attached

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

## Beth Bond

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**From:** Tamie Herrick  
**Sent:** Monday, February 10, 2014 12:28 PM  
**To:** Beth Bond  
**Subject:** FW: Per County Manager email approvals

*Here are the county attorney approvals on the two items on the agenda. Thanks Tamie*

**From:** Michael B. Whiting [mailto:[MWhiting@apachelaw.net](mailto:MWhiting@apachelaw.net)]  
**Sent:** Monday, February 10, 2014 12:23 PM  
**To:** Tamie Herrick; Joe Young  
**Cc:** Ferrin Crosby  
**Subject:** RE: Per County Manager email approvals

sure that's no problem the professional services agreement is fine also the Three Forks contract is fine

"Talk to Text" please ignore errors.

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

**From:** Tamie Herrick  
**Date:** 02/10/2014 12:11 PM (GMT-07:00)  
**To:** Joe Young, "Michael B. Whiting"  
**Cc:** Ferrin Crosby  
**Subject:** Per County Manager email approvals

## **PROFESSIONAL SERVICES CONTRACT**

**Jim Thornhill R.L.S.**

This Agreement is entered into on this \_\_18th\_\_ day of February, 2014, by and between the Apache County Board of Supervisors (hereafter "County") and Jim Thornhill R.L.S., hereafter referred to as "Contractor".

### **RECITALS**

1. Whereas, County is in need of certain services relating to Land Surveying and related services; and,
2. Whereas County has previously employed Contractor to provide these services and he is uniquely qualified in understanding County systems and efforts to modernize such system; and,
3. Whereas, Contractor has retired and is no longer eligible to accept his full-time position; and,
4. Whereas the Contractor has unique experience, qualifications and training to perform the desired work and desires to work with County, and County desires to employ Contractor in this endeavor; from time to time

**Scope of Work:** Contractor shall Perform Surveying and related services up to and including land surveying, drafting, research etc..

**Confidentiality and Safe Storage:** Contractor agrees that at all times and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose to any third party any information discovered or disclosed in connection with this Agreement, except as approved in writing by County, and will be subject to the same oath of loyalty and duties of confidentiality as if acting as a full-time employee.

**Duration of Agreement:** This Agreement shall be effective from the date signed below, and shall endure for a period of 24 months or until such time as Contractor's contract is renewed by mutual agreement, whichever occurs first. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, Contractor shall be paid for services provided up to the date of termination. This Agreement is also subject to cancellation pursuant to ARS 38-511 (concerning conflicts of interest).

**Payment:** Apache County shall compensate Contractor for the work provided under this Agreement as follows:

**Contractor shall be paid at an hourly rate for all services at the rate of \$40 per hour. Provided; however, that Contractor may only be paid up to 40 hours per week and shall**

**not receive compensation in excess of 40 hours per week unless previously having received written consent by the Apache County Board of Supervisors. Contractor shall not receive retirement contributions or other expenses normally associated with an employee of County.**

The County will pay for the proper performance of the identified services on a monthly basis after it receives a signed, demand for payment. The invoice must provide an itemized breakdown of hours worked and must certify the total cost of all services rendered.

**Travel:** Contractor shall also be reimbursed for the reasonable and necessary costs incurred in the performance of his services up to \$2,000 per year. Allowable costs include, but are not limited to, travel expenses,

**Independent Contractor:** It is understood and expressly agreed upon by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Contractor is not to hold himself/herself out as an employee of Apache County. Contractor shall not make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the County, except as may be expressly provided for herein or authorized in writing. Apache County shall NOT pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.

Contractor warrants that it is qualified to perform the identified services and will devote the time and professional ability as is necessary to most effectively and efficiently perform the Services that have been identified.

**Conditions of Payment:** All services performed by the Contractor under this Contract shall be performed in accordance with professional standards, and in accordance with applicable federal, state and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for services the County finds unsatisfactory or which were performed in violation of federal, state or local law, ordinance, rule, or regulation.

**Assignment:** This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Agreement without the prior written consent of County. Any attempted assignment or transfer by Contractor of its obligation without such consent shall be void.

**Provisions of Law:** This Agreement is subject to and shall be governed by the laws of the State of Arizona.

**Integration and Merger:** This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire Agreement of the parties herein above mentioned.

**Dispute Resolution:** In the event of disputes arising under this Agreement, both Contractor and County agree to attempt to resolve this matter through mediation, with each party to pay one-half of any costs thereof, before proceeding to Court.

In the event a conflict does proceed to Court, the parties agree that the courts of Apache County, Arizona, will have jurisdiction over the matter, and both parties consent to the jurisdiction of that Court.

**Certifications of Contractor:** Pursuant to Arizona Revised Statutes Section 35-397, the Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

Contractor certifies and warrants that it is in compliance with Arizona and Federal immigration law, including the requirement to utilize the E-Verify to ensure employees are eligible for employment. Contractor shall allow County to inspect its employment records to verify compliance. Failure of Contractor to comply with state and federal immigration law or to allow reasonable inspections of employee records constitutes a material breach of this Agreement.

*The parties hereby have caused this Agreement to be executed as of the date set forth herein above:*

\_\_\_\_\_  
Tom White  
Apache County Board of Supervisors  
Chairman

\_\_\_\_\_  
Jim Thornhill

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

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

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



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

**TO:** Small Counties Forum Members

**FROM:** Delwin Wengert, County Manager *DW*

**DATE:** February 3, 2014

**SUBJECT:** Small Counties Forum Meeting

Apache County will be hosting the next Small Counties Forum meeting on Wednesday, February 19, 2014. The meeting will be held at the County Supervisors Association Building, 1905 West Washington Street, Phoenix, Arizona at 5:30 p.m.

Dinner will consist of traditional Navajo tacos and beef stew. Please call Beth at 928-337-7502 or email [bbond@co.apache.az.us](mailto:bbond@co.apache.az.us) with the number of attendees and agenda items no later than 5:00 p.m. on Thursday, February 13, 2014.

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: 2/11/14

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

Clerk of the Board: Following a possible executive session pursuant to A.R.S. 38-431 for legal advice, discussion and possible approval of the appointment of Collin Dewitt as an administrator pursuant to A.R.S. 48-803 to assume the duties of the governing board of the Nutrioso Fire District as outlined in A.R.S. 48-805, subsequent to the resignation of the majority of the governing board.

BOS Meeting Date Requested 2/18/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, Item approved for Agenda.

Supervisor/Board Clerk's Initials

**Beth Bond**

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**Subject:** FW: Nutrioso Fire District

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

**Sent:** Tuesday, February 11, 2014 3:58 PM

**To:** Beth Bond; Barry Weller; Delwin P. Wengert; Michael B. Whiting (whiting@frontiernet.net) (whiting@frontiernet.net)

**Cc:** Brannon Eagar

**Subject:** RE: Nutrioso Fire District

Here is wording for the agenda item:

Discussion and possible approval of the appointment of [COLLIN DEWITT AS] an administrator pursuant to A.R.S. 48-803 to assume the duties of the governing board of the Nutrioso Fire District as outlined in 48-805, subsequent to the resignation of the majority of the governing board.

I do think though that if the only candidate is Mr. Dewitt we should include his name in the agenda item. I put that in brackets above, if there is a possibility of another person being appointed, leave the bracketed language out.

I will get a contract to you in the next half hour or so based on our previous contract with Mr. Dewitt.



NUTRIOSO FIRE DISTRICT  
Temporary Administrator Services

This Agreement to perform services as a Temporary Administrator is entered into between the Nutrioso Fire District acting by and through the Board of Supervisors of Apache County (“County”) and Collin Dewitt (“Contractor”) as follows:

RECITALS:

1. The Nutrioso Fire District (“District”) is currently unable to formally conduct District business subsequent to the resignation of a majority of the District governing board members. The District has also experienced still unproven allegations of financial and operational management difficulties. The District is currently unable to enter into contractual agreements or otherwise take any official action and, thus, is unable to provide adequate services to property owners or citizens within its’ jurisdictional boundaries.
2. Certain unsubstantiated allegations have been made regarding potential operational policy violations, forcing the County to investigate such allegations with the assistance of a qualified administrator.
3. The County wishes to appoint a District Administrator with the same duties and obligations of an elected board pursuant to Arizona Revised Statute Section 48-803(B). Specifically, County wishes to appoint Contractor to serve as District Administrator.
4. The Contractor is competent to provide these services on behalf of the County, has sufficient understanding of special taxing districts, business management principles and other rules and regulations applicable to the review and administration of the District’s finances and human resources.

NOW THEREFORE, the County and the Contractor agree on the following terms and conditions.

SERVICES

1. Contractor shall assume “the same duties and obligations of the elected board” of the District pursuant to A.R.S. 48-803(B), including all obligations set forth in A.R.S. 48-805.
2. Contractor shall hold at a minimum one public meeting every month to discuss fire district business and issues. During the first two months of this agreement, Contractor agrees to hold at least two public meetings every month in order to familiarize himself with the District and concerns of the members of the community.
3. Contractor shall review all complaints and allegations relating to mismanagement of the District and shall determine the validity of such allegations. Contractor shall submit full

and accurate reports to County relating to his or her findings. Contractor shall also determine and recommend appropriate responsive action to any such allegation and, with input by County, implement such responsive actions.

4. Contractor shall be responsible for the financial administration of the District. Such responsibilities shall include, preparing an annual budget for the District consistent with the provisions of A.R.S. 48-805(A)(2) and drafting short and long term financial plans for the District.
5. Contractor shall provide oversight of all District affairs, including attendance at all meetings, submitting monthly reports to the County in regards to the overall health of the District and progress in investigating the allegations discussed above, and providing monthly financial reports to the County.
6. Contractor shall work with County to establish tax liability for the District and assist the District in transitioning to an elected board.
7. Contractor shall work with reasonable diligence towards readying the District for a special election to fill the vacancies on the District Board.
8. Contractor shall review existing policy manual and operational manuals for clarity and consistency with applicable Arizona Fire District Policies and Procedures and Arizona Law and assure that recently made and ongoing decisions and operational practices both prior to and during Contractor's tenure comply with same.

#### FINANCIAL

As full and complete salary compensation for the services to be provided by Contractor, the County shall pay to the Contractor a fixed rate fee of \$1,600 dollars per month or any part of a month, not to exceed a total annual amount of **\$20,000 per year, along with reasonable expenses pre-approved by County Board**, an amount agreed upon by all parties. This Agreement shall remain in full force and effect month to month with an automatic renewal for additional terms of equal length unless earlier terminated by one of the parties or an election is held and a new governing board seated.

The monthly rate described above, in addition to any pre-approved and reasonable expense incurred, is full and fair compensation to Contractor and County shall not be responsible for any costs or additional payments unless agreed to in writing. Such pre-approved reimbursable expenses may include, travel, lodging and related expenses when incurred for District business.

At the end of the first month that this Agreement is in effect and at the end of each month when services are provided, the Contractor will submit to the District and to the County a record of expenses incurred. Payments shall be made at least within 30 days of the receipt of the County approved invoices. Payments shall be made by County, but all payments to Contractor pursuant to this Agreement shall be District costs, and shall be reimbursed to the County by District.

#### GENERAL REQUIREMENTS

1. General Requirements
  - a. This Agreement is entered into in accordance with Arizona Revised Statutes §11-251.
  - b. The Contractor shall comply with all federal and state statutes, regulations and

orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.

## 2. Disputes

- a. In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- b. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133.
- c. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.

## 3. Termination of Contract

The County and the Contractor may terminate this contract under the following conditions:

- a. The County may terminate this contract in whole or in part without cause effective ten (10) days after mailing written notice of termination by certified mail, return receipt requested to the Contractor.
  1. In the event of termination as provided in this Section, the Contractor shall stop all work as specified in the notice of termination.
  2. The Contractor shall be paid the contract price for all services and terms completed. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this contract.
- b. Contractor may terminate this contract at any time with thirty (30) days' notice in writing to the County. Such notice shall be given by personal delivery or by certified mail, return receipt requested.
- c. This contract may be terminated by mutual written Agreement of the parties specifying the termination date therein.
- d. Contractor agrees to return any unused materials, purchased under this contract, to the County in case of contract termination.
- e. Upon termination of this Agreement, whether by action of the parties or expiration of the term of this Agreement, Contractor shall turn over financial records of the District, as well as all District property in Contractor's possession or control, the governing Board of the District if it is then operating, or to Apache County in the event the District shall has no functioning governing board. All work product of Contractor shall become the property of the District upon termination, and shall be turned over to the District at that time.

## 4. Default

- a. The County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the County determines that the Contractor has failed to perform any requirement.

- b. The Contractor shall continue the performance of this contract to the extent not terminated.
- c. If this contract is terminated as provided herein, the County, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the county, in the manner and to the extent directed by the County, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated.
- d. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.

5. Independent Contractor

The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or District or be entitled to receive any employment-related fringe benefits under the Apache County Human Resources Policy Manual. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

6. Non-Discrimination

Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Agreement.

7. Record Retention

The County and Contractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit that may be performed on the County, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- b. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the County, shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been resolved.

8. Insurance and Indemnification

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a. Automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in an amount deemed sufficient by County;
- b. If required by law, workers' compensation coverage including employees' liability coverage.
- c. Public Officials Professional Liability insurance policy that covers Contractor through the term of the appointment with an aggregate limit of not less than \$1,000,000.

Contractor shall provide County with current certificates of insurance. Contractor shall provide to the County written guarantee of thirty (30) days written notice to the County of cancellation, non-renewal or material change.

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold harmless County and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors mistakes or omissions in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Contractor may be liable).

9. Cancellation for Conflict of Interest

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

10. Assignment

The Contractor shall not assign any right or interest in this Agreement without the County's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written approval shall be void.

Effective Date: February \_\_\_\_, 2014

Expiration Date: \_\_\_\_\_, 2014

In witness whereof, the parties hereto have executed this contract on the day and year specified below.

For and on behalf of the County:

\_\_\_\_\_  
Tom White, Apache County  
Chairman of the Board of Supervisors

Date \_\_\_\_\_

Contractor:

\_\_\_\_\_  
Collin Dewitt

Date \_\_\_\_\_

## Beth Bond

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**From:** Joe Young <JYoung@apachelaw.net>  
**Sent:** Monday, February 10, 2014 11:14 AM  
**To:** Beth Bond  
**Subject:** FW: Tax Court Summons  
**Attachments:** 20140123062725750.pdf

Beth, I need a new agenda item on for next Board meeting. This relates to the tax valuation dispute case with Transwestern Pipeline Company, they have filed for the most recent year, and we need to give permission to the A.G.'s office to represent us. I have attached the complaint. I do not think we would need an executive session, but we might want to notice that:

Discussion and possible approval of the appointment of the Arizona Attorney General's Office, and assistant A.G. Kenneth Love, to represent Apache County in Case No. TX2014-000121 involving a valuation dispute between Transwestern Pipeline Company and Apache County along with co-defendants, the Arizona Department of Revenue and several other counties in regards to certain centrally valued property. This is the most recent tax year's lawsuit, the Attorney General already represents the county in cases for several other tax years between the same parties.

1/21/14  
Filed

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8 Attorneys for Plaintiff

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**SUPERIOR COURT OF THE STATE OF ARIZONA**  
**ARIZONA TAX COURT**

10 **TRANSWESTERN PIPELINE COMPANY,**  
11 a Delaware corporation,

12 Plaintiff,

13 v.

14 **ARIZONA DEPARTMENT OF REVENUE;**  
15 **APACHE COUNTY, COCONINO**  
16 **COUNTY, MARICOPA COUNTY;**  
17 **MOHAVE COUNTY; NAVAJO COUNTY;**  
18 **PINAL COUNTY; and YAVAPAI**  
19 **COUNTY,**

20 Defendants.

No. **TX 2014-000121**

**SUMMONS**

(Property Tax)

IF YOU WANT THE ADVICE OF A LAWYER, YOU MAY  
WISH TO CONTACT THE LAWYER REFERRAL SERVICE AT  
602-257-4434 OR ONLINE AT WWW.LAWYERSFINDERS.ORG  
LRS IS SPONSORED BY THE MARICOPA COUNTY  
BAR ASSOCIATION.

21 **THE STATE OF ARIZONA TO THE DEFENDANT:**

22 **APACHE COUNTY**

23 **YOU ARE HEREBY SUMMONED** and required to appear and defend, within the  
24 time applicable, in this action in this Court. If served within Arizona, you shall appear  
25 and defend within 20 days after the service of the Summons and Complaint upon you,  
26 exclusive of the day of service. If served out of the State of Arizona - whether by direct  
service, by registered or certified mail, or by publication - you shall appear and defend  
within 30 days after the service of the Summons and Complaint upon you is complete,  
exclusive of the day of service. Where process is served upon the Arizona Director of



**COPY**

JAN 13 2014



MICHAEL K. JEANES, CLERK  
K. RODRIGUEZ  
DEPUTY CLERK

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8 Attorneys for Plaintiff

9  
10 SUPERIOR COURT OF THE STATE OF ARIZONA  
11 ARIZONA TAX COURT

12 TRANSWESTERN PIPELINE COMPANY,  
13 a Delaware corporation,

14 Plaintiff,

15 vs.

16 ARIZONA DEPARTMENT OF REVENUE;  
17 APACHE COUNTY, COCONINO  
18 COUNTY, MARICOPA COUNTY;  
19 MOHAVE COUNTY; NAVAJO COUNTY;  
20 PINAL COUNTY; and YAVAPAI  
21 COUNTY,

22 Defendants.

No. TX TX 2014-000121

**COMPLAINT AND NOTICE OF  
APPEAL OF PROPERTY  
VALUATION**

Title 42 – Property Tax

(Assigned to: Hon. Dean M. Fink)

23 Pursuant to A.R.S. §§42-14005, 42-16203 and 42-16207, plaintiff, Transwestern  
24 Pipeline Company (“Transwestern”), appeals to the Arizona Tax Court the valuation of its  
25 property for tax year 2014, as determined by the Arizona Department of Revenue  
26 (“ADOR”) and upheld by the Arizona State Board of Equalization (“Board”). In support  
of its Complaint and Notice of Appeal, Transwestern alleges:

I.

Transwestern is a Delaware corporation, doing business in the State of Arizona. At  
all times material hereto, Transwestern owned legal and/or equitable title to property

1 situated within Apache County, Coconino County, Maricopa County, Mohave County,  
2 Navajo County, Pinal County and Yavapai County in the State of Arizona and which  
3 ADOR identifies by taxpayer identification number 53-853 (the "Subject Property").  
4

5 II.

6 ADOR is an agency of the government of the State of Arizona, created and  
7 organized pursuant to A.R.S. §§42-1001, *et seq.* ADOR is charged with the duty of  
8 determining annually the value of Transwestern's taxable property located in Arizona,  
9 pursuant to A.R.S. §§42-14201, *et seq.*

10 III.

11 Defendants, Apache County, Coconino County, Maricopa County, Mohave  
12 County, Navajo County, Pinal County and Yavapai County ("Defendant Counties"), are  
13 political subdivisions of the State of Arizona. Defendant Counties and ADOR are made  
14 defendants to this action pursuant to A.R.S. §42-16208.

15 IV.

16 ADOR determined the 2014 full cash value of the Subject Property to be  
17 \$813,251,000, and that valuation was upheld by the Board in a decision dated November  
18 15, 2013. A copy of the Board's Decision is attached hereto as Exhibit A. Upon  
19 information and belief, for tax year 2014, the full cash value of the Subject Property as  
20 determined by ADOR and upheld by the Board is excessive because it exceeds the market  
21 value of the Subject Property in violation of A.R.S. §42-11001(6).

22 V.

23 Pursuant to Arizona law, each of the Defendant Counties has and/or will assess,  
24 levy and seek to collect property taxes from Transwestern for itself and for each taxing  
25 unit or district appearing upon its rolls, based upon the full cash value determined by  
26 ADOR and upheld by the Board for tax year 2014.

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VI.

For tax year 2014, the full cash value of the Subject Property determined by ADOR and upheld by the Board is excessive and inequitable because, among other reasons, ADOR valued the Subject Property solely pursuant to the statutory methodology prescribed by A.R.S. §42-14204, which valuation exceeds the market value of the Subject Property, in direct contravention of A.R.S. §42-11001(6).

VII.

Pursuant to A.R.S. §42-13301, a reduction in the full cash value of the Subject Property for tax year 2014 will require a reduction in the limited property value.

VIII.

Upon information and belief, the property taxes that will be assessed against the Subject Property for tax year 2014 are based upon excessive full cash and limited property values. As a result of these overvaluations, Transwestern will have to pay more taxes than could legally be collected if the Subject Property was valued properly. Therefore, pursuant to A.R.S. §§42-16213 and 42-16214, Transwestern is entitled to have the 2014 tax roll corrected to reflect the correct full cash and limited property values, and to receive a refund of any taxes levied, assessed and paid based on the excessive 2014 full cash and limited property values, together with interest as provided by law.

WHEREFORE, Transwestern requests that this Court:

1. Determine and fix the full cash value and limited property value of the Subject Property for tax year 2014;
2. Render judgment that Transwestern have and recover from Defendant Counties a refund in the amount of any excess taxes paid based on the 2014 full cash value and limited property values as determined by this Court, together with interest thereon at the legal rate from the date of payment by Transwestern until refunded by

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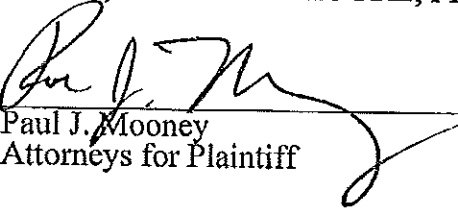
Defendant Counties;

3. Award Transwestern its attorneys' fees and expert witness expenses incurred herein, pursuant to A.R.S. §12-348, as well as its taxable costs; and

4. Grant such further relief as the Court may deem proper.

DATED this 13th day of January, 2014.

MOONEY, WRIGHT & MOORE, PLLC

By   
Paul J. Mooney  
Attorneys for Plaintiff

BEFORE THE STATE BOARD OF EQUALIZATION  
STATE OF ARIZONA  
100 N. 15<sup>TH</sup> AVENUE – SUITE 130  
PHOENIX, ARIZONA 85007  
(602) 364-1600

NOV 16 2013

IN THE MATTER OF:	)	
	)	
TRANSWESTERN PIPELINE CO,	)	DOCKET NO. 07828-20-13
LLC	)	
Property Tax No. 53-853	)	TAX YEAR: 2014
	)	
“Petitioner” on appeal from ARIZONA	)	FINDINGS OF FACT, DECISION
DEPARTMENT OF REVENUE	)	AND CONCLUSIONS OF
Decision on Centrally Assessed Property	)	LAW
for Tax Year 2014	)	
	)	

THE ARIZONA STATE BOARD OF EQUALIZATION (HEREINAFTER REFERRED TO AS “THE BOARD”) CONVENED AT 9:17 A.M. ON NOVEMBER 12, 2013, AND REACHED A DECISION REGARDING THE PROPERTY IDENTIFIED ABOVE.


**FINDINGS OF FACT**

1. THE PROPERTY OF TRANSWESTERN PIPELINE CO., LLC, (HEREINAFTER REFERRED TO AS “TAXPAYER”) WAS VALUED FOR TAX YEAR 2014 BY THE ARIZONA DEPARTMENT OF REVENUE (HEREINAFTER REFERRED TO AS THE “DEPARTMENT”) AT \$813,251,000 PURSUANT TO ARIZONA REVISED STATUTES (A.R.S.) §§ 42-14001 AND 42-14201 ET SEQ.
2. THE TAXPAYER FILED A PETITION PURSUANT TO A.R.S. § 42-16158 TO THE BOARD APPEALING THE DEPARTMENT’S VALUATION AND REQUESTED A FULL CASH VALUE OF NOT MORE THAN \$390,870,000.
3. THE APPEAL WAS TIMELY FILED.
4. THE TAXPAYER OWNS OR LEASES AND USES THE SUBJECT PROPERTY AS A NATURAL GAS PIPELINE IN THE STATE OF ARIZONA. THE SUBJECT PROPERTY WAS VALUED FOR ARIZONA PROPERTY TAX PURPOSES PURSUANT TO THE STATUTORY FORMULA SET FORTH IN A.R.S. § 42-14204.
5. PRIOR TO THE HEARING BEFORE THIS BOARD WITH RESPECT TO THE TAXPAYER’S 2014 FULL CASH VALUE, THE PARTIES STIPULATED: (1) TO PERMIT THIS BOARD TO SET THE FULL CASH VALUE OF THE PETITIONER’S ARIZONA PIPELINE PROPERTY (CVP NO. 53-853) AT \$813,251,000 FOR TAX YEAR 2014 FOR A COMPLETE AND FINAL RESOLUTION OF THIS ACTION BEFORE THE STATE BOARD; (2) THAT THE STIPULATION REGARDING VALUATION IS SUBJECT TO AND WITHOUT WAIVER OF THE PETITIONER’S RIGHT TO APPEAL THE STIPULATED VALUATION TO THE ARIZONA TAX COURT PURSUANT TO A.R.S. §§ 42-15005, 42-16203 AND/OR 42-16204; AND (3) THAT EACH PARTY SHALL BEAR ITS RESPECTIVE COSTS, ATTORNEYS’ FEES, AND OTHER EXPENSES RELATED TO OR INCURRED IN THIS ACTION.

**EXHIBIT A**

CONCLUSIONS OF LAW

1. THE STATE BOARD OF EQUALIZATION HAS JURISDICTION TO HEAR THIS CASE.
2. THE DEPARTMENT OF REVENUE IS ANNUALLY REQUIRED TO DETERMINE THE FULL CASH VALUE OF ALL TAXABLE PROPERTY THAT IS OWNED OR LEASED AND USED IN THE OPERATION OF PIPELINE COMPANIES IN THE STATE OF ARIZONA. ARIZONA REVISED STATUTES (A.R.S.) § 42-14201.
3. FULL CASH VALUE IS SYNONYMOUS WITH MARKET VALUE, WHICH MEANS ESTIMATE OF VALUE THAT IS DERIVED ANNUALLY BY THE USE OF STANDARD APPRAISAL METHODS AND TECHNIQUES, OR AS OTHERWISE PRESCRIBED BY STATUTE, EXCEPT THE FULL CASH VALUE SHALL NOT BE GREATER THAN MARKET VALUE REGARDLESS OF THE METHOD PRESCRIBED TO DETERMINE VALUE FOR PROPERTY TAX PURPOSES. A.R.S. § 42-11001(6).
4. TRANSWESTERN PIPELINE CO., LLC, OWNS OR LEASES AND USES THE SUBJECT PROPERTY AS NATURAL GAS PIPELINE PROPERTY WITHIN THE MEANING OF TITLE 42, CHAPTER 14, ARTICLE 5, OF THE ARIZONA REVISED STATUTES.
5. THE BOARD SETS THE FULL CASH VALUE PURSUANT TO THE PARTIES' STIPULATION TO FULL CASH VALUE AT \$813,251,000 FOR TAX YEAR 2014.
6. LIMITED PROPERTY VALUATION IS TO BE CALCULATED PURSUANT TO A.R.S. §§ 42-13301, 13302 & 13304.
7. THIS DECISION REGARDING VALUATION IS SUBJECT TO AND WITHOUT WAIVER OF THE PETITIONER'S RIGHT TO APPEAL THE STIPULATED VALUATION TO THE ARIZONA TAX COURT PURSUANT TO A.R.S. §§ 42-15005, 42-16203 AND/OR 42-16204.
8. EACH PARTY SHALL BEAR ITS RESPECTIVE COSTS, ATTORNEYS' FEES, AND OTHER EXPENSES RELATED TO OR INCURRED IN THIS ACTION.

  
George R. Shook  
Interim Chairman  
Arizona State Board of Equalization  
November 15, 2013

Copies mailed to:

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