



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Vice Chairman, District II

Nelson Davis
Supervisor, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS,
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
AND THE APACHE COUNTY LIBRARY DISTRICT**

Pursuant to A.R.S. §38-431.02(H), the public will have physical access to the meeting room thirty (30) minutes prior to the start of the meeting.

**January 2, 2024
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 PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
January 2, 2024**

1. Discussion and possible approval of the Professional Services Agreement with Western Drug to dispense prescription medication, effective February 1, 2024. This has been budgeted for in FY24.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
January 2, 2024**

1. Discussion and possible approval to accept a purchase order from Arizona Center for Rural Health in the amount of \$8,000 to purchase books and supplies to promote early literacy.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
January 2, 2024**

1. County Manager: Public hearing regarding the use of Community Development Block Grant (CDBG) funds for FY24, followed by discussion and possible adoption of a resolution to prioritize projects and apply for funding.
2. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between December 5, 2023 to January 2, 2024. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated December 5, 2023.
- *C. Request approval of the tax exemption for the St. Johns American Legion Post 31 for parcel 203-38-005, pursuant to ARS 42-11153. The exemption was filed late due to an administrative oversight within the organization.

Engineering Department:

- *D. Request approval to dispose of obsolete printers and supplies from the Election Department, to other government agencies.
- *E. Request authorization to purchase a Lowboy trailer in the amount of \$125,689 utilizing Omnia Contract #212816-01, using District I funds.
- *F. Request approval to purchase a new 2024 XL Specialized XL80 slide axle transport Trailer in the amount of \$127,626 utilizing Omnia Contract 212816-01, using District III funds.

Community Development:

- *G. Request approval to re-appoint Bobby Fite from Alpine to serve on the Planning & Zoning Commission for a 4-year term.
- *H. Request approval to re-appoint Kay Hauser from St. Johns to serve on the Planning & Zoning Commission for a 4-year term.
- *I. Notification of the 2024 Planning & Zoning Commission meeting schedule, and notice of 2024 Chairman elect Dan Muth and Vice Chairman elect Oscar Miranda.

- *J. Notification of the Board of Adjustment and Appeals 2024 meeting schedule and notice of 2024 Chairman elect Michael Bragiel and Vice Chairman elect Macky Trickey.

Election Department:

- *K. Request approval based on the recommendation of the Democratic Party County Chair, Priscilla Weaver, determined vacancies exist in the office of precinct committeeman, and appoint Verma Y Francisco, for the Teec Nos Pos Precinct and Rapheal Begay for the Window Rock Precinct.

Recorder's Office:

- *L. Request authorization to eliminate the positions of Clerk (Range 24) and Administrative Specialist (Range 30) and create the position of Administrative Assistant III (Range 24). This will not affect the FY24 budget.

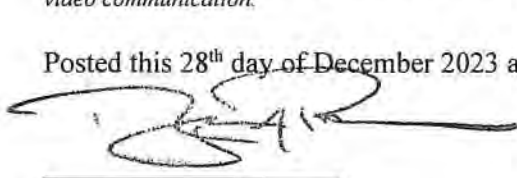
Human Resources:

- *M. Request authorization to adjust the salaries of the Justices of the Peace in accordance with §ARS 22-125.
 - *N. Request approval to change the rehire eligibility status for previous employee Kayla Hall to eligible for rehire.
3. Superior Court: Pursuant to ARS §12-121 & §12-144, discussion, and possible approval of the reappointment of Judge Garrett Whiting as a full-time Superior Court Judge Pro Tempore, and the reappointment of part-time Judge Robert Higgins. The appointments shall begin July 1, 2024 and end June 30, 2025.
 4. Superior Court: Discussion and possible approval of an amendment to the Interagency Agreement Contract #DC20-000033 between Arizona Department of Child Safety, the Arizona Supreme Court-Administrative Office of the Courts, and Apache County. The amendment allows Apache County to use Title IV-E funds to cover the associated costs of independent legal representation for a qualified child in foster care.
 5. Sheriff's Office: Discussion and possible approval to accept an addendum to the current Law Enforcement Support Office Program State Plan of Operation (SPO). This addendum adds a controlled property definition currently established in the 2021 SPO for counter-drug/counter-terrorism and disaster-related emergency preparedness.
 6. Engineering Department: Discussion and possible approval of the abandonment of ingress and egress located between parcels 107-55-005, 107-55-006, 107-55-009 and 107-55-010.

7. Assessor's Office: Discussion and possible approval to contract with EagleView Technologies, Inc to provide geospatial software, aerial imagery, and property insights for Apache County. EagleView will provide accurate property data utilized by multiple departments and districts in the County. The contract will be paid using SLT public lands counties money.
8. County Manager: Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.
- The Eastern Arizona Counties Organization meeting on January 17, 2024, at 2:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
 - The County Supervisors Association (CSA) Legislative Reception on January 17, 2024, at 5:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
 - The County Supervisors Association (CSA) meeting on January 18, 2024, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
9. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-361-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted this 28th day of December 2023 at 2:00 p.m. MST by



Ryan N. Patterson
Clerk of the Board



Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

KIMBERLY COLE, HEALTH DIRECTOR ACPHSD

Date/Signature: 12/20/2023

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

ACPHSD requests discussion and possible approval of the Professional Services Agreement with Western Drug to dispense prescription medication effective February 1, 2024. This has been budgeted for FY23.

BOS Meeting Date Requested: 01/02/2024.

PRE-AGENDA ITEM REVIEW

Legal Review:

SEE ATTACHED EMAIL.

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Apache County

Public Health Services District

BOS AGENDA ITEM

PROS AND CONS

Professional Service Agreement

With Western Drug

DESCRIPTION: Arizona law requires a Nurse Practitioner or higher to dispense prescription medication refills.

PROS: This agreement allows ACPHSD to provide prescription medication refills to clients through the local pharmacy.

CONS: None



APACHE COUNTY

Public Health Services District



Professional Services Agreement with Western Drug

This Contract is made and entered into between the Apache County Public Health Services District ("District") and Western Drug ("Subcontractor").

Whereas, the District requires the services of a Pharmacy,

Whereas, the District wishes to contract with the Subcontractor for dispensing prescription medications,

Now, Therefore, the parties agree as follows:

1. **Term.** This Contract shall commence as of February 1, 2024, and shall continue in effect for one year and will be automatically renewed at the conclusion of each subsequent year up to five years unless the parties terminate this contract as provided in Section 10.
2. **Services.** The Subcontractor shall label and dispense prescription medication provided by the District.
3. **Compensation.** Services will be compensated at \$5.00 per authorized voucher.
4. **Independent Contractor.** In providing services hereunder, the Subcontractor is an independent contractor. The Subcontractor shall not be deemed an employee of the District and shall not be entitled to any benefits provided to District employees. Taxes, Social Security, and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.
5. **Insurance.** The Subcontractor shall maintain in force during the terms of this Contract, at the Subcontractor's expense, professional liability insurance in the amount of no less than \$1,000,000 per occurrence and such other insurance as the County's Risk Manager may reasonably require. The Subcontractor shall provide the District with certificates of insurance evidencing all required policies and shall notify the District of a cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.
6. **Compliance with Laws.** The Subcontractor 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 Contract, shall be enforced as though fully set forth herein.

7. **Professional Licenses.** The Subcontractor shall maintain in force throughout the term of this Contract any and all license, permit, and accreditation required for the Subcontractor to provide services hereunder. The Subcontractor shall provide the District with the documentation of any and all required license, permit, and accreditation. The Subcontractor shall notify the District and shall immediately cease performance hereunder if any such license, permit, or accreditation is suspended or revoked.
8. **Records and Reports.** The Subcontractor is familiar with all records retention and confidentiality requirements set forth and applicable federal and state laws and shall comply with all such requirements in handling client records and information.
9. **Indemnification.** To the fullest extent allowed by law, each party (as "indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials, and employees (the "indemnitees") 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) related to, arising out of or resulting from the Indemnitor's negligent acts errors mistakes or omissions in the performance of this Contract. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees 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 there from, caused in whole or by part by any negligent act, error, mistake or omission in the performance of this Contract (including those by any person for whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).
10. **Termination.** This contract shall terminate immediately and automatically upon the termination of the Contract for any reason. In addition, either party may terminate this Contract for any reason up to 30 days prior written notice to the other party. In addition, the District may terminate this Contract upon written notice if the Subcontractor fails to cure any default in performance within 10 days after the delivery of a written notice of default by the District.
11. **Non-Assignment.** The Subcontractor shall not assign any right or interest in the Contract without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.
12. **Forced Labor.** Pursuant to A.R.S. § 35-394, Contractor certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor further acknowledges and agrees that (1) if Contractor becomes aware during the term of this Agreement that it is not in compliance with this certification that Contractor will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if Contractor does not provide the County with a written certification that Contractor has

remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of Contractor to ensure compliance with this certification for the duration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date,

APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT BOARD OF DIRECTORS

By: _____
~~Alton Joe Shepherd, Chairman~~
Joe Shirley JR,

Date: _____

WESTERN DRUG

By: Fred Harper Pres
Fred Harper, Owner

Date: 12-18-2023

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: _____

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

Discussion and possible approval to accept a purchase order from Arizona Center for Rural Health in the amount of \$8,000 to purchase books and supplies to promote early literacy in

~~in~~

BOS Meeting Date Requested: January 2, 2024

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature

AK RLH

Finance Review: _____

Signature

July 1/15

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Library District
Agenda Item for Board Meeting of January 2, 2024

Discussion and possible approval to accept a purchase order from Arizona Center for Rural Health in the amount of \$8,000 to purchase books and supplies to promote early literacy in Chinle.

This donation would allow the Apache County Library District to purchase books and a shelf for the Chinle pediatric facility.

Pros

- We want to help Chinle pediatricians facilitate early literacy with their community members.
- There is no cost to our district, only time in ordering the materials.

Cons

- It will take time to order the materials for the pediatric office.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(date/time stamp)

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

County Manager

Date/Signature:

12/26/23



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

County Manager: Public hearing regarding the use of Community Development Block Grant (CDBG) funds for FY24, followed by discussion and possible adoption of a resolution to prioritize projects and apply for funding.

BOS Meeting Date Requested 1/2/23

PRE-AGENDA ITEM REVIEW

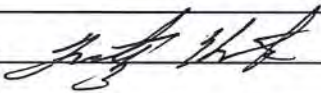
Legal Review:

Signature



Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

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

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

NELSON DAVIS
SUPERVISOR
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



RYAN N. PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 859

**RESOLUTION OF THE BOARD OF SUPERVISORS
AUTHORIZATION TO SUBMIT APPLICATIONS
AND IMPLEMENT CDBG PROJECTS
RESOLUTION NO: 2024-____**

A RESOLUTION OF THE APACHE COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY24 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Apache County is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

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

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

NOW, THEREFORE, BE IT RESOLVED THAT the Apache County Board of Supervisors authorize application to be made to the State of Arizona, Department of Housing for FY24 CDBG funds, and authorize the Chair of the Board to sign application and contract or grant documents for receipt and use of these funds for projects on the attached ranking list, and authorize the Chair of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said application(s); and

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

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

Passed and adopted by the Apache County Board of Supervisors this 2nd day of January 2024.

Joe Shirley, Jr.
Chairman of the Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Ryan Patterson
Clerk of the Board

Michael Whiting
County Attorney

Ranking# Amount Allocated

_____ Apache County Youth Development 4-H and Fair: Improving the fairground facilities to hold more events and make the facilities safer for the animals and the public which would be an addition to the building, ADEQ bleachers, show ring and completion of the building portion and would also include new wash racks and show pens.

_____ Vernon Community Group: Request for a food pantry and distribution center since they have outgrown their current location and are looking to build a new facility on the park property to include a building and sidewalk with ADA compliance to accept more food donation and distribution.

_____ HeadStart Facility in St. Johns: Request for upgrades to the building, landscaping, sidewalk and possibly a high visibility crosswalk on main street.

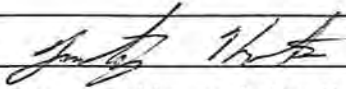
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

YIN 0001/12/2015

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

Finance

Date/Signature:



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

Request approval of demands as distributed to the Apache County Board of Supervisors between December 5, 2023 to January 2, 2024. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 1/2/23

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
NBAZ - Warrant Clearing Account	Check	1120467	11/27/2023	Accounts Payable	ALTON JOE SHEPHERD	\$511.52
NBAZ - Warrant Clearing Account	Check	1120468	11/27/2023	Accounts Payable	ALTON JOE SHEPHERD	\$507.89
NBAZ - Warrant Clearing Account	Check	1120469	11/29/2023	Accounts Payable	A-1 GLASS AND MIRROR INC	\$567.29
NBAZ - Warrant Clearing Account	Check	1120470	11/29/2023	Accounts Payable	ACCURATE POLYGRAPH EXAMIN	\$500.00
NBAZ - Warrant Clearing Account	Check	1120471	11/29/2023	Accounts Payable	ACIAAO AZ CHAP INTL ASSOC AS	\$330.00
NBAZ - Warrant Clearing Account	Check	1120472	11/29/2023	Accounts Payable	ALSCO INC	\$463.98
NBAZ - Warrant Clearing Account	Check	1120473	11/29/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$3369.65
NBAZ - Warrant Clearing Account	Check	1120474	11/29/2023	Accounts Payable	AMAZON COM INC (Library)	\$690.76
NBAZ - Warrant Clearing Account	Check	1120475	11/29/2023	Accounts Payable	AT&T	\$99.72
NBAZ - Warrant Clearing Account	Check	1120476	11/29/2023	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	\$67.00
NBAZ - Warrant Clearing Account	Check	1120477	11/29/2023	Accounts Payable	B&R TRUCKING	\$7187.97
NBAZ - Warrant Clearing Account	Check	1120478	11/29/2023	Accounts Payable	BASHAS' CORPORATE OFFICE	\$113.38
NBAZ - Warrant Clearing Account	Check	1120479	11/29/2023	Accounts Payable	BAUMAN HOME AND AUTO INC	\$888.54
NBAZ - Warrant Clearing Account	Check	1120480	11/29/2023	Accounts Payable	SARAH MAE BEGAY	\$180.00
NBAZ - Warrant Clearing Account	Check	1120481	11/29/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$42.30
NBAZ - Warrant Clearing Account	Check	1120482	11/29/2023	Accounts Payable	BLUE LINE TOWING	\$185.00
NBAZ - Warrant Clearing Account	Check	1120483	11/29/2023	Accounts Payable	BURNHAM MORTUARY	\$495.00
NBAZ - Warrant Clearing Account	Check	1120484	11/29/2023	Accounts Payable	BURNHAM MORTUARY	\$495.00
NBAZ - Warrant Clearing Account	Check	1120485	11/29/2023	Accounts Payable	BURNHAM MORTUARY	\$495.00
NBAZ - Warrant Clearing Account	Check	1120486	11/29/2023	Accounts Payable	BURNHAM MORTUARY	\$495.00
NBAZ - Warrant Clearing Account	Check	1120487	11/29/2023	Accounts Payable	CALIBRE PRESS	\$718.00
NBAZ - Warrant Clearing Account	Check	1120488	11/29/2023	Accounts Payable	CDW GOVERNMENT LLC	\$11853.49
NBAZ - Warrant Clearing Account	Check	1120489	11/29/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SEI	\$214.25
NBAZ - Warrant Clearing Account	Check	1120490	11/29/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SEI	\$250.78
NBAZ - Warrant Clearing Account	Check	1120491	11/29/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SEI	\$255.39
NBAZ - Warrant Clearing Account	Check	1120492	11/29/2023	Accounts Payable	DESERT MOUNTAIN CORPORATI	\$21878.80
NBAZ - Warrant Clearing Account	Check	1120493	11/29/2023	Accounts Payable	DIRECTV LLC	\$132.97
NBAZ - Warrant Clearing Account	Check	1120494	11/29/2023	Accounts Payable	DISH NETWORK	\$149.57
NBAZ - Warrant Clearing Account	Check	1120495	11/29/2023	Accounts Payable	DITTYS PIZZA AND PIE	\$111.88
NBAZ - Warrant Clearing Account	Check	1120496	11/29/2023	Accounts Payable	DOUBLE RADIUS	\$3458.31
NBAZ - Warrant Clearing Account	Check	1120497	11/29/2023	Accounts Payable	PJ E EDWARDS-RAY	\$325.00
NBAZ - Warrant Clearing Account	Check	1120498	11/29/2023	Accounts Payable	EMPIRE MACHINERY	\$949.54
NBAZ - Warrant Clearing Account	Check	1120499	11/29/2023	Accounts Payable	EPIC MOTORSPORTS CORP	\$99.98
NBAZ - Warrant Clearing Account	Check	1120500	11/29/2023	Accounts Payable	FOUR CORNERS WELDING & GA	\$125.29
NBAZ - Warrant Clearing Account	Check	1120501	11/29/2023	Accounts Payable	FRONTIER	\$1638.95
NBAZ - Warrant Clearing Account	Check	1120502	11/29/2023	Accounts Payable	FRONTIER	\$361.04
NBAZ - Warrant Clearing Account	Check	1120503	11/29/2023	Accounts Payable	FRONTIER	\$934.11
NBAZ - Warrant Clearing Account	Check	1120504	11/29/2023	Accounts Payable	FRONTIER	\$125.79
NBAZ - Warrant Clearing Account	Check	1120505	11/29/2023	Accounts Payable	FRONTIER	\$128.99
NBAZ - Warrant Clearing Account	Check	1120506	11/29/2023	Accounts Payable	FRONTIER	\$206.33
NBAZ - Warrant Clearing Account	Check	1120507	11/29/2023	Accounts Payable	FRONTIER	\$443.74
NBAZ - Warrant Clearing Account	Check	1120508	11/29/2023	Accounts Payable	FRONTIER	\$59.03
NBAZ - Warrant Clearing Account	Check	1120509	11/29/2023	Accounts Payable	GLOBAL SENSORS	\$467.00
NBAZ - Warrant Clearing Account	Check	1120510	11/29/2023	Accounts Payable	GO TO GLASS LLC	\$394.99
NBAZ - Warrant Clearing Account	Check	1120511	11/29/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOI	\$213.69
NBAZ - Warrant Clearing Account	Check	1120512	11/29/2023	Accounts Payable	HOME DEPOT	\$841.23
NBAZ - Warrant Clearing Account	Check	1120513	11/29/2023	Accounts Payable	INGRAM LIBRARY SERVICES	\$391.89
NBAZ - Warrant Clearing Account	Check	1120514	11/29/2023	Accounts Payable	INLAND KENWORTH INC (FARMI	\$1068.18
NBAZ - Warrant Clearing Account	Check	1120515	11/29/2023	Accounts Payable	LAWSON PRODUCTS INC	\$1685.69
NBAZ - Warrant Clearing Account	Check	1120516	11/29/2023	Accounts Payable	LINGO	\$349.16
NBAZ - Warrant Clearing Account	Check	1120517	11/29/2023	Accounts Payable	MCKESSON MEDICAL SURGICAL	\$487.84
NBAZ - Warrant Clearing Account	Check	1120518	11/29/2023	Accounts Payable	MOUNTAIN COMFORT HEATING	\$372.00
NBAZ - Warrant Clearing Account	Check	1120519	11/29/2023	Accounts Payable	NAPA	\$1283.36
NBAZ - Warrant Clearing Account	Check	1120520	11/29/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHOI	\$104.44
NBAZ - Warrant Clearing Account	Check	1120521	11/29/2023	Accounts Payable	NAVAJO WESTERNERS	\$134.08
NBAZ - Warrant Clearing Account	Check	1120522	11/29/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPER/	\$3566.44
NBAZ - Warrant Clearing Account	Check	1120523	11/29/2023	Accounts Payable	NORTHEASTERN ANESTHESIA PL	\$232.07
NBAZ - Warrant Clearing Account	Check	1120524	11/29/2023	Accounts Payable	PACIFIC PONDEROSA CO INC	\$6206.94
NBAZ - Warrant Clearing Account	Check	1120525	11/29/2023	Accounts Payable	PCLIQUIDATIONS.COM	\$1333.10
NBAZ - Warrant Clearing Account	Check	1120526	11/29/2023	Accounts Payable	PERFECT PRINTZ LLC	\$85.44
NBAZ - Warrant Clearing Account	Check	1120527	11/29/2023	Accounts Payable	PIMA COUNTY MEDICAL	\$2500.00

NBAZ - Warrant Clearing Account	Check	1120528	11/29/2023	Accounts Payable	PREMIUM PROPANE LLC	\$70.00
NBAZ - Warrant Clearing Account	Check	1120529	11/29/2023	Accounts Payable	QUILL CORP	\$6121.61
NBAZ - Warrant Clearing Account	Check	1120530	11/29/2023	Accounts Payable	RHINEHART OIL CO	\$5221.43
NBAZ - Warrant Clearing Account	Check	1120531	11/29/2023	Accounts Payable	ROBERTS TIRE SALES INC	\$1405.30
NBAZ - Warrant Clearing Account	Check	1120532	11/29/2023	Accounts Payable	RTS TACTICAL	\$5849.91
NBAZ - Warrant Clearing Account	Check	1120533	11/29/2023	Accounts Payable	SAFE LIFE DEFENSE, LLC	\$626.23
NBAZ - Warrant Clearing Account	Check	1120534	11/29/2023	Accounts Payable	SAFETY KLEEN	\$131.63
NBAZ - Warrant Clearing Account	Check	1120535	11/29/2023	Accounts Payable	SAN TAN FORD	\$97659.90
NBAZ - Warrant Clearing Account	Check	1120536	11/29/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1640.86
NBAZ - Warrant Clearing Account	Check	1120537	11/29/2023	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS	\$197.54
NBAZ - Warrant Clearing Account	Check	1120538	11/29/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLULOSE	\$474.65
NBAZ - Warrant Clearing Account	Check	1120539	11/29/2023	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	\$215.35
NBAZ - Warrant Clearing Account	Check	1120540	11/29/2023	Accounts Payable	STANTEC CONSULTING SERVICES	\$4442.77
NBAZ - Warrant Clearing Account	Check	1120541	11/29/2023	Accounts Payable	THE ARIZONA PARTNERSHIP FOR	\$47.72
NBAZ - Warrant Clearing Account	Check	1120542	11/29/2023	Accounts Payable	TRIPLE R FUELS	\$528.23
NBAZ - Warrant Clearing Account	Check	1120543	11/29/2023	Accounts Payable	UNIFIRST CORPORATION	\$70.23
NBAZ - Warrant Clearing Account	Check	1120544	11/29/2023	Accounts Payable	UNITED PARCEL SERVICE	\$30.00
NBAZ - Warrant Clearing Account	Check	1120545	11/29/2023	Accounts Payable	UNITED RENTALS	\$7373.24
NBAZ - Warrant Clearing Account	Check	1120546	11/29/2023	Accounts Payable	VALLEY AUTO PARTS	\$180.82
NBAZ - Warrant Clearing Account	Check	1120547	11/29/2023	Accounts Payable	VERIZON WIRELESS	\$2000.23
NBAZ - Warrant Clearing Account	Check	1120548	11/29/2023	Accounts Payable	WHITE MOUNTAIN PUBLISHING	\$113.22
NBAZ - Warrant Clearing Account	Check	1120549	11/29/2023	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	\$747.42
NBAZ - Warrant Clearing Account	Check	1120550	11/29/2023	Accounts Payable	ANTONIA WOOD	\$116.38
NBAZ - Warrant Clearing Account	Check	1120551	11/29/2023	Accounts Payable	WOODLAND BUILDING CENTER	\$500.01
NBAZ - Warrant Clearing Account	Check	1120552	11/29/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	\$305.79
NBAZ - Warrant Clearing Account	Check	1120553	11/29/2023	Accounts Payable	CLAYTON BOND	\$128.38
NBAZ - Warrant Clearing Account	Check	1120554	11/29/2023	Accounts Payable	TAYLOR JORDYN GARNER	\$997.44
NBAZ - Warrant Clearing Account	Check	1120555	11/29/2023	Accounts Payable	BRIAN HOUNSHELL	\$46.75
NBAZ - Warrant Clearing Account	Check	1120556	11/29/2023	Accounts Payable	DESTINY A JENSEN	\$64.04
NBAZ - Warrant Clearing Account	Check	1120557	11/29/2023	Accounts Payable	AUSTIN KING	\$997.44
NBAZ - Warrant Clearing Account	Check	1120558	11/29/2023	Accounts Payable	ESTHER KIRK	\$997.44
NBAZ - Warrant Clearing Account	Check	1120559	11/29/2023	Accounts Payable	TOMMY KIRK	\$487.51
NBAZ - Warrant Clearing Account	Check	1120560	11/29/2023	Accounts Payable	ROBERT LUCERO	\$985.52
NBAZ - Warrant Clearing Account	Check	1120561	11/29/2023	Accounts Payable	TANNER MALHERBE	\$43.06
NBAZ - Warrant Clearing Account	Check	1120562	11/29/2023	Accounts Payable	REITA MOORE	\$57.64
NBAZ - Warrant Clearing Account	Check	1120563	11/29/2023	Accounts Payable	ANTONY C NOTAH	\$66.00
NBAZ - Warrant Clearing Account	Check	1120564	11/29/2023	Accounts Payable	JAMES R SALAZAR II	\$60.00
NBAZ - Warrant Clearing Account	Check	1120565	11/29/2023	Accounts Payable	RANDY SHERLOCK	\$456.00
NBAZ - Warrant Clearing Account	Check	1120566	11/29/2023	Accounts Payable	TAMMY R WEIMER	\$295.00
NBAZ - Warrant Clearing Account	Check	1120567	12/05/2023	Accounts Payable	RAYDELL ALLISON	\$101.00
NBAZ - Warrant Clearing Account	Check	1120568	12/05/2023	Accounts Payable	ESTELLE L BENALLY	\$101.00
NBAZ - Warrant Clearing Account	Check	1120569	12/05/2023	Accounts Payable	JUSTIN L BERRY	\$101.00
NBAZ - Warrant Clearing Account	Check	1120570	12/05/2023	Accounts Payable	TYLER BIA	\$192.00
NBAZ - Warrant Clearing Account	Check	1120571	12/05/2023	Accounts Payable	WILLIAM BIZADI JR	\$101.00
NBAZ - Warrant Clearing Account	Check	1120572	12/05/2023	Accounts Payable	BLUE RIBBON AWARDS	\$1622.32
NBAZ - Warrant Clearing Account	Check	1120573	12/05/2023	Accounts Payable	DAEMON LYLE CHEE	\$101.00
NBAZ - Warrant Clearing Account	Check	1120574	12/05/2023	Accounts Payable	NICOLE CURLEY	\$251.00
NBAZ - Warrant Clearing Account	Check	1120575	12/05/2023	Accounts Payable	JULIUS ELWOOD	\$192.00
NBAZ - Warrant Clearing Account	Check	1120576	12/05/2023	Accounts Payable	EMBASSY SUITES PHOENIX TEMPE	\$1341.52
NBAZ - Warrant Clearing Account	Check	1120577	12/05/2023	Accounts Payable	EMBASSY SUITES PHOENIX TEMPE	\$382.08
NBAZ - Warrant Clearing Account	Check	1120578	12/05/2023	Accounts Payable	EMBASSY SUITES PHOENIX TEMPE	\$4726.83
NBAZ - Warrant Clearing Account	Check	1120579	12/05/2023	Accounts Payable	EMBASSY SUITES PHOENIX TEMPE	\$8541.56
NBAZ - Warrant Clearing Account	Check	1120580	12/05/2023	Accounts Payable	LELAND C JAMES	\$101.00
NBAZ - Warrant Clearing Account	Check	1120581	12/05/2023	Accounts Payable	JASON JOE	\$101.00
NBAZ - Warrant Clearing Account	Check	1120582	12/05/2023	Accounts Payable	LEROY NEZ	\$101.00
NBAZ - Warrant Clearing Account	Check	1120583	12/05/2023	Accounts Payable	NATHAN L NEZ	\$101.00
NBAZ - Warrant Clearing Account	Check	1120584	12/05/2023	Accounts Payable	MELVIN OWENS SR	\$101.00
NBAZ - Warrant Clearing Account	Check	1120585	12/05/2023	Accounts Payable	ROBERT L OWENS	\$101.00
NBAZ - Warrant Clearing Account	Check	1120586	12/05/2023	Accounts Payable	GEORGE C PUENTE JR	\$101.00
NBAZ - Warrant Clearing Account	Check	1120587	12/05/2023	Accounts Payable	ALTON JOE SHEPHERD	\$7.20
NBAZ - Warrant Clearing Account	Check	1120588	12/05/2023	Accounts Payable	ALTON JOE SHEPHERD	\$132.31
NBAZ - Warrant Clearing Account	Check	1120589	12/05/2023	Accounts Payable	ALTON JOE SHEPHERD	\$564.92

NBAZ - Warrant Clearing Account	Check	1120590	12/05/2023	Accounts Payable	WILBUR SMITH	\$101.00
NBAZ - Warrant Clearing Account	Check	1120591	12/05/2023	Accounts Payable	SNOWFLAKE SMOKEHOUSE	\$1337.23
NBAZ - Warrant Clearing Account	Check	1120592	12/05/2023	Accounts Payable	WARREN THOMAS	\$101.00
NBAZ - Warrant Clearing Account	Check	1120593	12/05/2023	Accounts Payable	NICOLE M TSOSIE	\$101.00
NBAZ - Warrant Clearing Account	Check	1120594	12/05/2023	Accounts Payable	UTILITY TRAILER SALES OF ARIZC	\$62389.37
NBAZ - Warrant Clearing Account	Check	1120595	12/05/2023	Accounts Payable	CHRISTINE WAUNKA	\$160.00
NBAZ - Warrant Clearing Account	Check	1120596	12/05/2023	Accounts Payable	LESTER EMPLOYEE YAZZIE	\$101.00
NBAZ - Warrant Clearing Account	Check	1120617	12/05/2023	Accounts Payable	AMERICAN FAMILY LIFE ASSURA	\$160.52
NBAZ - Warrant Clearing Account	Check	1120618	12/05/2023	Accounts Payable	APACHE COUNTY FSA	\$843.87
NBAZ - Warrant Clearing Account	Check	1120619	12/05/2023	Accounts Payable	APACHE COUNTY HSA	\$5602.01
NBAZ - Warrant Clearing Account	Check	1120620	12/05/2023	Accounts Payable	APACHE COUNTY MEDICAL	\$200277.50
NBAZ - Warrant Clearing Account	Check	1120621	12/05/2023	Accounts Payable	APACHE COUNTY TAX WITHHOL	\$168259.89
NBAZ - Warrant Clearing Account	Check	1120622	12/05/2023	Accounts Payable	ASRS LEGACY EORP	\$11107.92
NBAZ - Warrant Clearing Account	Check	1120623	12/05/2023	Accounts Payable	AZ STATE RETIREMENT SYSTEM	\$139237.56
NBAZ - Warrant Clearing Account	Check	1120624	12/05/2023	Accounts Payable	CINCINNATI LIFE INS CO	\$10.00
NBAZ - Warrant Clearing Account	Check	1120625	12/05/2023	Accounts Payable	COLONIAL LIFE AND ACCIDENT I	\$991.26
NBAZ - Warrant Clearing Account	Check	1120626	12/05/2023	Accounts Payable	CORP AOC DISABILITY	\$49.64
NBAZ - Warrant Clearing Account	Check	1120627	12/05/2023	Accounts Payable	CORP DISABILITY	\$131.10
NBAZ - Warrant Clearing Account	Check	1120628	12/05/2023	Accounts Payable	CORRECTIONS OFFICER RET PLA	\$13166.12
NBAZ - Warrant Clearing Account	Check	1120629	12/05/2023	Accounts Payable	CORRECTIONS OFFICER RETIREM	\$1259.86
NBAZ - Warrant Clearing Account	Check	1120630	12/05/2023	Accounts Payable	EODCRS DISABILITY	\$12.94
NBAZ - Warrant Clearing Account	Check	1120631	12/05/2023	Accounts Payable	EORP LEGACY	\$3039.91
NBAZ - Warrant Clearing Account	Check	1120632	12/05/2023	Accounts Payable	INDIANA STATE CENTRAL COLLE	\$173.34
NBAZ - Warrant Clearing Account	Check	1120633	12/05/2023	Accounts Payable	NATIONWIDE	\$3140.24
NBAZ - Warrant Clearing Account	Check	1120634	12/05/2023	Accounts Payable	NATIONWIDE RETIREMENT SOL	\$603.59
NBAZ - Warrant Clearing Account	Check	1120635	12/05/2023	Accounts Payable	NATIONWIDE TRUST FSB	\$3014.12
NBAZ - Warrant Clearing Account	Check	1120636	12/05/2023	Accounts Payable	NEW MEXICO HUMAN SERVICES	\$162.00
NBAZ - Warrant Clearing Account	Check	1120637	12/05/2023	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	\$15278.91
NBAZ - Warrant Clearing Account	Check	1120638	12/05/2023	Accounts Payable	PUBLIC SAFETY SHERIFF RET	\$10247.53
NBAZ - Warrant Clearing Account	Check	1120639	12/05/2023	Accounts Payable	RIO PUERCO ACRES	\$510.00
NBAZ - Warrant Clearing Account	Check	1120640	12/05/2023	Accounts Payable	SECURITY BENEFIT GROUP	\$340.00
NBAZ - Warrant Clearing Account	Check	1120641	12/05/2023	Accounts Payable	SUPPORT PAYMENT CLEARINGH	\$1355.38
NBAZ - Warrant Clearing Account	Check	1120642	12/05/2023	Accounts Payable	UNITED STATES TREASURY	\$272.68
NBAZ - Warrant Clearing Account	Check	1120643	12/06/2023	Accounts Payable	ADVANCED AIR SYSTEMS LLC	\$7855.00
NBAZ - Warrant Clearing Account	Check	1120644	12/06/2023	Accounts Payable	ADVANCED CORRECTIONAL HEA	\$39086.01
NBAZ - Warrant Clearing Account	Check	1120645	12/06/2023	Accounts Payable	ADVERTISING IDEAS	\$499.66
NBAZ - Warrant Clearing Account	Check	1120646	12/06/2023	Accounts Payable	ALLEGRA	\$144.26
NBAZ - Warrant Clearing Account	Check	1120647	12/06/2023	Accounts Payable	ALSCO INC	\$522.92
NBAZ - Warrant Clearing Account	Check	1120648	12/06/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$6505.32
NBAZ - Warrant Clearing Account	Check	1120649	12/06/2023	Accounts Payable	AMERICAN OUTDOOR ADVERTIS	\$498.00
NBAZ - Warrant Clearing Account	Check	1120650	12/06/2023	Accounts Payable	AMIGO CHEVROLET	\$77.45
NBAZ - Warrant Clearing Account	Check	1120651	12/06/2023	Accounts Payable	APACHE COUNTY	\$3.72
NBAZ - Warrant Clearing Account	Check	1120652	12/06/2023	Accounts Payable	ARIZONA COALITION FOR VICTIM	\$350.00
NBAZ - Warrant Clearing Account	Check	1120653	12/06/2023	Accounts Payable	AZ ASSN OF COUNTIES	\$349.00
NBAZ - Warrant Clearing Account	Check	1120654	12/06/2023	Accounts Payable	AZ ASSN OF COUNTIES	\$349.00
NBAZ - Warrant Clearing Account	Check	1120655	12/06/2023	Accounts Payable	AZ ASSN OF COUNTIES	\$349.00
NBAZ - Warrant Clearing Account	Check	1120656	12/06/2023	Accounts Payable	AZ ASSN OF COUNTIES	\$150.00
NBAZ - Warrant Clearing Account	Check	1120657	12/06/2023	Accounts Payable	AZ DEPT OF PUBLIC SAFETY	\$134.00
NBAZ - Warrant Clearing Account	Check	1120658	12/06/2023	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	\$976.65
NBAZ - Warrant Clearing Account	Check	1120659	12/06/2023	Accounts Payable	B&R TRUCKING	\$7590.00
NBAZ - Warrant Clearing Account	Check	1120660	12/06/2023	Accounts Payable	BAUMAN HOME AND AUTO INC	\$1742.37
NBAZ - Warrant Clearing Account	Check	1120661	12/06/2023	Accounts Payable	BCB INVESTMENTS	\$3730.31
NBAZ - Warrant Clearing Account	Check	1120662	12/06/2023	Accounts Payable	SARAH MAE BEGAY	\$50.00
NBAZ - Warrant Clearing Account	Check	1120663	12/06/2023	Accounts Payable	BLOCKBUSTER INC	\$488.69
NBAZ - Warrant Clearing Account	Check	1120664	12/06/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$864.43
NBAZ - Warrant Clearing Account	Check	1120665	12/06/2023	Accounts Payable	BOOT BARN	\$599.90
NBAZ - Warrant Clearing Account	Check	1120666	12/06/2023	Accounts Payable	BRAD HALL & ASSOCIATES INC	\$29243.71
NBAZ - Warrant Clearing Account	Check	1120667	12/06/2023	Accounts Payable	BURNHAM MORTUARY	\$1000.00
NBAZ - Warrant Clearing Account	Check	1120668	12/06/2023	Accounts Payable	CATERPILLAR FINANCIAL SERVIC	\$76709.83
NBAZ - Warrant Clearing Account	Check	1120669	12/06/2023	Accounts Payable	CDW GOVERNMENT LLC	\$3775.85
NBAZ - Warrant Clearing Account	Check	1120670	12/06/2023	Accounts Payable	John Lucas COMMUNITY BROAD	\$9362.88
NBAZ - Warrant Clearing Account	Check	1120671	12/06/2023	Accounts Payable	DAVIS TRUE VALUE HARDWARE	\$41.65

NBAZ - Warrant Clearing Account	Check	1120672	12/06/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SEI	\$322.71
NBAZ - Warrant Clearing Account	Check	1120673	12/06/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SEI	\$129.36
NBAZ - Warrant Clearing Account	Check	1120674	12/06/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SEI	\$224.01
NBAZ - Warrant Clearing Account	Check	1120675	12/06/2023	Accounts Payable	DEMCO INC	\$91.33
NBAZ - Warrant Clearing Account	Check	1120676	12/06/2023	Accounts Payable	EL CUPIDOS EXPRESS	\$47.15
NBAZ - Warrant Clearing Account	Check	1120677	12/06/2023	Accounts Payable	FERRELLGAS	\$1248.14
NBAZ - Warrant Clearing Account	Check	1120678	12/06/2023	Accounts Payable	FLEET PRIDE	\$81.05
NBAZ - Warrant Clearing Account	Check	1120679	12/06/2023	Accounts Payable	FRONTIER	\$246.35
NBAZ - Warrant Clearing Account	Check	1120680	12/06/2023	Accounts Payable	FRONTIER	\$542.36
NBAZ - Warrant Clearing Account	Check	1120681	12/06/2023	Accounts Payable	FRONTIER	\$4300.30
NBAZ - Warrant Clearing Account	Check	1120682	12/06/2023	Accounts Payable	FRONTIER	\$473.18
NBAZ - Warrant Clearing Account	Check	1120683	12/06/2023	Accounts Payable	FRONTIER	\$732.46
NBAZ - Warrant Clearing Account	Check	1120684	12/06/2023	Accounts Payable	FUTURE TIRE	\$2077.51
NBAZ - Warrant Clearing Account	Check	1120685	12/06/2023	Accounts Payable	GALL'S INC	\$661.63
NBAZ - Warrant Clearing Account	Check	1120686	12/06/2023	Accounts Payable	GILA BROADBAND	\$740.00
NBAZ - Warrant Clearing Account	Check	1120687	12/06/2023	Accounts Payable	GLAXO SMITHKLINE PHARMACY	\$1053.33
NBAZ - Warrant Clearing Account	Check	1120688	12/06/2023	Accounts Payable	GOLIGHTLY TIRE	\$8101.60
NBAZ - Warrant Clearing Account	Check	1120689	12/06/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOI	\$31.17
NBAZ - Warrant Clearing Account	Check	1120690	12/06/2023	Accounts Payable	HILLYARD/FLAGSTAFF	\$43.02
NBAZ - Warrant Clearing Account	Check	1120691	12/06/2023	Accounts Payable	HOME DEPOT	\$202.51
NBAZ - Warrant Clearing Account	Check	1120692	12/06/2023	Accounts Payable	INGRAM LIBRARY SERVICES	\$100.12
NBAZ - Warrant Clearing Account	Check	1120693	12/06/2023	Accounts Payable	INTERNATIONAL CODE COUNCIL	\$1944.00
NBAZ - Warrant Clearing Account	Check	1120694	12/06/2023	Accounts Payable	JOHNSON APPRAISAL GROUP PL	\$799.62
NBAZ - Warrant Clearing Account	Check	1120695	12/06/2023	Accounts Payable	K-LOG	\$1680.93
NBAZ - Warrant Clearing Account	Check	1120696	12/06/2023	Accounts Payable	LANGUAGE LINE SERVICES INC	\$196.15
NBAZ - Warrant Clearing Account	Check	1120697	12/06/2023	Accounts Payable	LINDE GAS & EQUIPMENT INC (F	\$143.06
NBAZ - Warrant Clearing Account	Check	1120698	12/06/2023	Accounts Payable	LOWES #24	\$508.55
NBAZ - Warrant Clearing Account	Check	1120699	12/06/2023	Accounts Payable	MARLIN LEASING CORPORATION	\$557.62
NBAZ - Warrant Clearing Account	Check	1120700	12/06/2023	Accounts Payable	MH CONSULTING & PROJECT M	\$800.00
NBAZ - Warrant Clearing Account	Check	1120701	12/06/2023	Accounts Payable	MISSION UNIFORM & LINEN	\$130.84
NBAZ - Warrant Clearing Account	Check	1120702	12/06/2023	Accounts Payable	NAPA	\$122.44
NBAZ - Warrant Clearing Account	Check	1120703	12/06/2023	Accounts Payable	NATIONAL DISTRICT ATTORNEYS	\$285.00
NBAZ - Warrant Clearing Account	Check	1120704	12/06/2023	Accounts Payable	NATIONAL PEN CO LLC	\$752.50
NBAZ - Warrant Clearing Account	Check	1120705	12/06/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHOI	\$1976.62
NBAZ - Warrant Clearing Account	Check	1120706	12/06/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPER	\$402.21
NBAZ - Warrant Clearing Account	Check	1120707	12/06/2023	Accounts Payable	NTUA WIRELESS, LLC	\$5220.02
NBAZ - Warrant Clearing Account	Check	1120708	12/06/2023	Accounts Payable	OCCUPATIONAL HEALTH CENTE	\$840.00
NBAZ - Warrant Clearing Account	Check	1120709	12/06/2023	Accounts Payable	OCCUPATIONAL SAFETY SERVI	\$387.00
NBAZ - Warrant Clearing Account	Check	1120710	12/06/2023	Accounts Payable	ORKIN PEST CONTROL	\$560.74
NBAZ - Warrant Clearing Account	Check	1120711	12/06/2023	Accounts Payable	OVERDRIVE INC	\$856.72
NBAZ - Warrant Clearing Account	Check	1120712	12/06/2023	Accounts Payable	BRIAN K PARRACK (HIGH COUNT	\$190.51
NBAZ - Warrant Clearing Account	Check	1120713	12/06/2023	Accounts Payable	DANA BRYCE PATTERSON	\$10500.00
NBAZ - Warrant Clearing Account	Check	1120714	12/06/2023	Accounts Payable	PCLIQUIDATIONS.COM	\$431.71
NBAZ - Warrant Clearing Account	Check	1120715	12/06/2023	Accounts Payable	PEAK FORENSIC PSYCHOLOGY	\$2200.00
NBAZ - Warrant Clearing Account	Check	1120716	12/06/2023	Accounts Payable	PENWORTHY COMPANY	\$289.99
NBAZ - Warrant Clearing Account	Check	1120717	12/06/2023	Accounts Payable	PERFECT PRINTZ LLC	\$879.67
NBAZ - Warrant Clearing Account	Check	1120718	12/06/2023	Accounts Payable	PERKINS CINDERS INC	\$3219.44
NBAZ - Warrant Clearing Account	Check	1120719	12/06/2023	Accounts Payable	PREMIUM PROPANE LLC	\$4900.66
NBAZ - Warrant Clearing Account	Check	1120720	12/06/2023	Accounts Payable	QUILL CORP	\$1311.52
NBAZ - Warrant Clearing Account	Check	1120721	12/06/2023	Accounts Payable	RHINEHART OIL CO	\$25230.33
NBAZ - Warrant Clearing Account	Check	1120722	12/06/2023	Accounts Payable	RIGG LAW FIRM PLLC	\$5000.00
NBAZ - Warrant Clearing Account	Check	1120723	12/06/2023	Accounts Payable	JODI H ROTHLSBERGER	\$710.00
NBAZ - Warrant Clearing Account	Check	1120724	12/06/2023	Accounts Payable	SAFELITE AUTO GLASS	\$301.20
NBAZ - Warrant Clearing Account	Check	1120725	12/06/2023	Accounts Payable	SEAN P WILSON MD	\$200.00
NBAZ - Warrant Clearing Account	Check	1120726	12/06/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$3497.82
NBAZ - Warrant Clearing Account	Check	1120727	12/06/2023	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFOR	\$562.36
NBAZ - Warrant Clearing Account	Check	1120728	12/06/2023	Accounts Payable	SOUTHERN TIRE MART LLC	\$9043.74
NBAZ - Warrant Clearing Account	Check	1120729	12/06/2023	Accounts Payable	SOUTHWEST AG INC	\$614.58
NBAZ - Warrant Clearing Account	Check	1120730	12/06/2023	Accounts Payable	ST JOHNS CITY	\$688.82
NBAZ - Warrant Clearing Account	Check	1120731	12/06/2023	Accounts Payable	TABLE TOP TELEPHONE COMPA	\$116.39
NBAZ - Warrant Clearing Account	Check	1120732	12/06/2023	Accounts Payable	DALE SHAWN TAYLOR	\$5000.00
NBAZ - Warrant Clearing Account	Check	1120733	12/06/2023	Accounts Payable	TEN COW COMPANY INC	\$188.23

NBAZ - Warrant Clearing Account	Check	1120734	12/06/2023	Accounts Payable	THE AARONS COMPANY LLC	\$3000.00
NBAZ - Warrant Clearing Account	Check	1120735	12/06/2023	Accounts Payable	THE ARIZONA PARTNERSHIP FOI	\$34.30
NBAZ - Warrant Clearing Account	Check	1120736	12/06/2023	Accounts Payable	THE EMBROIDERY SHOP	\$54.09
NBAZ - Warrant Clearing Account	Check	1120737	12/06/2023	Accounts Payable	THE POUR STATION	\$17.34
NBAZ - Warrant Clearing Account	Check	1120738	12/06/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	\$239.70
NBAZ - Warrant Clearing Account	Check	1120739	12/06/2023	Accounts Payable	TRINITY SERVICES GROUP INC	\$17046.12
NBAZ - Warrant Clearing Account	Check	1120740	12/06/2023	Accounts Payable	TRIPLE R FUELS	\$197.88
NBAZ - Warrant Clearing Account	Check	1120741	12/06/2023	Accounts Payable	VALLEY AUTO PARTS	\$16.76
NBAZ - Warrant Clearing Account	Check	1120742	12/06/2023	Accounts Payable	VERIZON WIRELESS	\$1591.37
NBAZ - Warrant Clearing Account	Check	1120743	12/06/2023	Accounts Payable	VERNON DOMESTIC IMPROVEM	\$41.16
NBAZ - Warrant Clearing Account	Check	1120744	12/06/2023	Accounts Payable	DANIELLE J WHITAKER	\$26.40
NBAZ - Warrant Clearing Account	Check	1120745	12/06/2023	Accounts Payable	WHITE MOUNTAIN PUBLISHING	\$910.54
NBAZ - Warrant Clearing Account	Check	1120746	12/06/2023	Accounts Payable	WILLIAMS BROTHERS AUTO SER	\$424.71
NBAZ - Warrant Clearing Account	Check	1120747	12/06/2023	Accounts Payable	WOODLAND BUILDING CENTER	\$331.97
NBAZ - Warrant Clearing Account	Check	1120748	12/06/2023	Accounts Payable	WRIGHT EXPRESS FSC WEX	\$4647.38
NBAZ - Warrant Clearing Account	Check	1120749	12/06/2023	Accounts Payable	JIMICA LYNN BIGMAN	\$23.97
NBAZ - Warrant Clearing Account	Check	1120750	12/06/2023	Accounts Payable	PAULA MARIE BILLY	\$117.00
NBAZ - Warrant Clearing Account	Check	1120751	12/06/2023	Accounts Payable	CLAYTON BOND	\$60.11
NBAZ - Warrant Clearing Account	Check	1120752	12/06/2023	Accounts Payable	FERRIN CROSBY	\$16.95
NBAZ - Warrant Clearing Account	Check	1120753	12/06/2023	Accounts Payable	ROGER STUART CURTIS	\$713.85
NBAZ - Warrant Clearing Account	Check	1120754	12/06/2023	Accounts Payable	RODGER DAHOZY	\$847.33
NBAZ - Warrant Clearing Account	Check	1120755	12/06/2023	Accounts Payable	HAROLD NELSON DAVIS	\$455.78
NBAZ - Warrant Clearing Account	Check	1120756	12/06/2023	Accounts Payable	MATTHEW G FISH	\$183.46
NBAZ - Warrant Clearing Account	Check	1120757	12/06/2023	Accounts Payable	CASSANDRA MAY GARDNER	\$163.00
NBAZ - Warrant Clearing Account	Check	1120758	12/06/2023	Accounts Payable	DARYL GREER	\$58.06
NBAZ - Warrant Clearing Account	Check	1120759	12/06/2023	Accounts Payable	STEPHANIE HANNAH	\$196.40
NBAZ - Warrant Clearing Account	Check	1120760	12/06/2023	Accounts Payable	ROSCOE GEORGE HERRERA	\$251.00
NBAZ - Warrant Clearing Account	Check	1120761	12/06/2023	Accounts Payable	PATRICIA HILL	\$38.51
NBAZ - Warrant Clearing Account	Check	1120762	12/06/2023	Accounts Payable	BRIAN HOUNSHELL	\$132.93
NBAZ - Warrant Clearing Account	Check	1120763	12/06/2023	Accounts Payable	JOHN (JACK) INGRAM	\$395.52
NBAZ - Warrant Clearing Account	Check	1120764	12/06/2023	Accounts Payable	DESTINY A JENSEN	\$163.00
NBAZ - Warrant Clearing Account	Check	1120765	12/06/2023	Accounts Payable	TYRON JENSEN	\$1981.44
NBAZ - Warrant Clearing Account	Check	1120766	12/06/2023	Accounts Payable	ROBERT EDWARD LUCERO JR	\$28.34
NBAZ - Warrant Clearing Account	Check	1120767	12/06/2023	Accounts Payable	HALEY RHAЕ NICOLL	\$199.99
NBAZ - Warrant Clearing Account	Check	1120768	12/06/2023	Accounts Payable	LARRY NOBLE	\$967.63
NBAZ - Warrant Clearing Account	Check	1120769	12/06/2023	Accounts Payable	RYAN N PATTERSON	\$350.00
NBAZ - Warrant Clearing Account	Check	1120770	12/06/2023	Accounts Payable	RYAN N PATTERSON	\$183.25
NBAZ - Warrant Clearing Account	Check	1120771	12/06/2023	Accounts Payable	DOUGLAS LANCE PEARCE	\$935.37
NBAZ - Warrant Clearing Account	Check	1120772	12/06/2023	Accounts Payable	KIMBERLY K PENROD	\$210.91
NBAZ - Warrant Clearing Account	Check	1120773	12/06/2023	Accounts Payable	CELESTE ROBERTSON	\$189.00
NBAZ - Warrant Clearing Account	Check	1120774	12/06/2023	Accounts Payable	RANDY SHERLOCK	\$343.00
NBAZ - Warrant Clearing Account	Check	1120775	12/06/2023	Accounts Payable	AMANDA NICHOLE SIMMONS	\$322.78
NBAZ - Warrant Clearing Account	Check	1120776	12/06/2023	Accounts Payable	CRAIG TSOSIE	\$1418.24
NBAZ - Warrant Clearing Account	Check	1120777	12/06/2023	Accounts Payable	RITA VAUGHAN	\$36.52
NBAZ - Warrant Clearing Account	Check	1120778	12/06/2023	Accounts Payable	THOMAS CARDON WEBB	\$40.00
NBAZ - Warrant Clearing Account	Check	1120779	12/07/2023	Accounts Payable	NATIONAL BANK	\$30744.31
NBAZ - Warrant Clearing Account	Check	1120780	12/07/2023	Accounts Payable	NATIONAL BANK OF ARIZONA 1	\$549.12
NBAZ - Warrant Clearing Account	Check	1120781	12/07/2023	Accounts Payable	NATIONAL BANK OF ARIZONA 3I	\$7266.54
NBAZ - Warrant Clearing Account	Check	1120782	12/07/2023	Accounts Payable	ALERTUS TECHNOLOGIES LLC	\$1644.00
NBAZ - Warrant Clearing Account	Check	1120783	12/07/2023	Accounts Payable	AZ SUPREME COURT	\$2240.00
NBAZ - Warrant Clearing Account	Check	1120784	12/07/2023	Accounts Payable	MARLEITA BEGAY	\$1802.92
NBAZ - Warrant Clearing Account	Check	1120785	12/07/2023	Accounts Payable	CORRECTCARE INTEGRATED HE/	\$96.00
NBAZ - Warrant Clearing Account	Check	1120786	12/07/2023	Accounts Payable	DANIEL J CHRISTIANO PHD	\$500.00
NBAZ - Warrant Clearing Account	Check	1120787	12/07/2023	Accounts Payable	DISH NETWORK	\$141.20
NBAZ - Warrant Clearing Account	Check	1120788	12/07/2023	Accounts Payable	FALMOUTH INSTITUTE	\$935.00
NBAZ - Warrant Clearing Account	Check	1120789	12/07/2023	Accounts Payable	ADA C GUINN	\$429.53
NBAZ - Warrant Clearing Account	Check	1120790	12/07/2023	Accounts Payable	HOME DEPOT	\$216.43
NBAZ - Warrant Clearing Account	Check	1120791	12/07/2023	Accounts Payable	KYLE DOUGLAS MAYER	\$4633.24
NBAZ - Warrant Clearing Account	Check	1120792	12/07/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHOI	\$115.99
NBAZ - Warrant Clearing Account	Check	1120793	12/07/2023	Accounts Payable	NAVAJO WESTERNERS	\$101.26
NBAZ - Warrant Clearing Account	Check	1120794	12/07/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPER/	\$1137.64
NBAZ - Warrant Clearing Account	Check	1120795	12/07/2023	Accounts Payable	PREMIUM PROPANE LLC	\$128.07

NBAZ - Warrant Clearing Account	Check	1120796	12/07/2023	Accounts Payable	SIERRA PROPANE	\$214.73
NBAZ - Warrant Clearing Account	Check	1120797	12/07/2023	Accounts Payable	VEGAS PRODUCTIONS INC	\$200.00
NBAZ - Warrant Clearing Account	Check	1120798	12/11/2023	Accounts Payable	ALTON JOE SHEPHERD	\$600.69
NBAZ - Warrant Clearing Account	Check	1120799	12/13/2023	Accounts Payable	4 RIVERS EQUIPMENT LLC	\$1770.89
NBAZ - Warrant Clearing Account	Check	1120800	12/13/2023	Accounts Payable	ACCURATE POLYGRAPH EXAMIN	\$250.00
NBAZ - Warrant Clearing Account	Check	1120801	12/13/2023	Accounts Payable	ALLEGRA	\$2543.15
NBAZ - Warrant Clearing Account	Check	1120802	12/13/2023	Accounts Payable	ALPINE WATER AND SANITARY	\$157.55
NBAZ - Warrant Clearing Account	Check	1120803	12/13/2023	Accounts Payable	ALSCO INC	\$1133.12
NBAZ - Warrant Clearing Account	Check	1120804	12/13/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$11777.29
NBAZ - Warrant Clearing Account	Check	1120805	12/13/2023	Accounts Payable	APACHE COUNTY	\$308.80
NBAZ - Warrant Clearing Account	Check	1120806	12/13/2023	Accounts Payable	APACHE COUNTY PROBATION D	\$302.40
NBAZ - Warrant Clearing Account	Check	1120807	12/13/2023	Accounts Payable	ARIZONA POLICE PSYCHOLOGY I	\$700.00
NBAZ - Warrant Clearing Account	Check	1120808	12/13/2023	Accounts Payable	ASHTONS REPAIR INC	\$205.83
NBAZ - Warrant Clearing Account	Check	1120809	12/13/2023	Accounts Payable	AT&T MOBILITY LLC (FIRSTNET)	\$2252.33
NBAZ - Warrant Clearing Account	Check	1120810	12/13/2023	Accounts Payable	AZ CONSTABLES ASSN	\$1860.00
NBAZ - Warrant Clearing Account	Check	1120811	12/13/2023	Accounts Payable	AZ COUNTIES INSURANCE POOL	\$161.00
NBAZ - Warrant Clearing Account	Check	1120812	12/13/2023	Accounts Payable	AZ DEPT OF HEALTH SERVICES	\$850.00
NBAZ - Warrant Clearing Account	Check	1120813	12/13/2023	Accounts Payable	AZ SUPREME COURT	\$500.00
NBAZ - Warrant Clearing Account	Check	1120814	12/13/2023	Accounts Payable	AZ SUPREME COURT	\$250.00
NBAZ - Warrant Clearing Account	Check	1120815	12/13/2023	Accounts Payable	BALLEJOS SEPTIC LLC	\$600.00
NBAZ - Warrant Clearing Account	Check	1120816	12/13/2023	Accounts Payable	BAUMAN HOME AND AUTO INC	\$3441.68
NBAZ - Warrant Clearing Account	Check	1120817	12/13/2023	Accounts Payable	SARAH MAE BEGAY	\$535.00
NBAZ - Warrant Clearing Account	Check	1120818	12/13/2023	Accounts Payable	BI INC	\$196.24
NBAZ - Warrant Clearing Account	Check	1120819	12/13/2023	Accounts Payable	VICTIMS COMP	\$3387.00
NBAZ - Warrant Clearing Account	Check	1120820	12/13/2023	Accounts Payable	BLOCKBUSTER INC	\$69.37
NBAZ - Warrant Clearing Account	Check	1120821	12/13/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$3538.06
NBAZ - Warrant Clearing Account	Check	1120822	12/13/2023	Accounts Payable	BOOT BARN	\$400.00
NBAZ - Warrant Clearing Account	Check	1120823	12/13/2023	Accounts Payable	MICHAEL T BRAGIEL	\$61.18
NBAZ - Warrant Clearing Account	Check	1120824	12/13/2023	Accounts Payable	BREWER LAW OFFICE PLLC	\$10500.00
NBAZ - Warrant Clearing Account	Check	1120825	12/13/2023	Accounts Payable	BURNHAM MORTUARY	\$600.00
NBAZ - Warrant Clearing Account	Check	1120826	12/13/2023	Accounts Payable	BURNHAM MORTUARY	\$495.00
NBAZ - Warrant Clearing Account	Check	1120827	12/13/2023	Accounts Payable	BURNHAM MORTUARY	\$495.00
NBAZ - Warrant Clearing Account	Check	1120828	12/13/2023	Accounts Payable	BUTLER'S OFFICE EQUIPMENT &	\$34.68
NBAZ - Warrant Clearing Account	Check	1120829	12/13/2023	Accounts Payable	CALIBRE PRESS	\$359.00
NBAZ - Warrant Clearing Account	Check	1120830	12/13/2023	Accounts Payable	CDW GOVERNMENT LLC	\$12514.06
NBAZ - Warrant Clearing Account	Check	1120831	12/13/2023	Accounts Payable	CEDAR GROVE WATER CO	\$41.66
NBAZ - Warrant Clearing Account	Check	1120832	12/13/2023	Accounts Payable	CENTRAL ARIZONA SUPPLY	\$448.13
NBAZ - Warrant Clearing Account	Check	1120833	12/13/2023	Accounts Payable	CISCO, KASON	\$180.00
NBAZ - Warrant Clearing Account	Check	1120834	12/13/2023	Accounts Payable	CLERK OF THE SUPERIOR COURT	\$772.00
NBAZ - Warrant Clearing Account	Check	1120835	12/13/2023	Accounts Payable	COAST TO COAST COMPUTER PI	\$8463.39
NBAZ - Warrant Clearing Account	Check	1120836	12/13/2023	Accounts Payable	CONTINUANT INC	\$1385.22
NBAZ - Warrant Clearing Account	Check	1120837	12/13/2023	Accounts Payable	CONTINUOUS RAINGUTTER SYS	\$905.00
NBAZ - Warrant Clearing Account	Check	1120838	12/13/2023	Accounts Payable	CONTRACT PHARMACY SERVICE	\$12435.53
NBAZ - Warrant Clearing Account	Check	1120839	12/13/2023	Accounts Payable	CORDANT HEALTH SOLUTIONS	\$234.80
NBAZ - Warrant Clearing Account	Check	1120840	12/13/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	\$632.00
NBAZ - Warrant Clearing Account	Check	1120841	12/13/2023	Accounts Payable	DAVIS TRUE VALUE HARDWARE	\$185.42
NBAZ - Warrant Clearing Account	Check	1120842	12/13/2023	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	\$365.93
NBAZ - Warrant Clearing Account	Check	1120843	12/13/2023	Accounts Payable	DE LAGE LANDEN FINANCIAL SEI	\$192.81
NBAZ - Warrant Clearing Account	Check	1120844	12/13/2023	Accounts Payable	DIAMOND C FEEDS	\$248.68
NBAZ - Warrant Clearing Account	Check	1120845	12/13/2023	Accounts Payable	CAREY D DOBSON	\$54.82
NBAZ - Warrant Clearing Account	Check	1120846	12/13/2023	Accounts Payable	EMPIRE MACHINERY	\$50924.44
NBAZ - Warrant Clearing Account	Check	1120847	12/13/2023	Accounts Payable	FEDERAL SUPPLY USA	\$1192.80
NBAZ - Warrant Clearing Account	Check	1120848	12/13/2023	Accounts Payable	VICTIMS COMP	\$425.00
NBAZ - Warrant Clearing Account	Check	1120849	12/13/2023	Accounts Payable	FERRELLGAS	\$34.91
NBAZ - Warrant Clearing Account	Check	1120850	12/13/2023	Accounts Payable	FILEONQ INC	\$6000.00
NBAZ - Warrant Clearing Account	Check	1120851	12/13/2023	Accounts Payable	ROBERT L FITE	\$76.64
NBAZ - Warrant Clearing Account	Check	1120852	12/13/2023	Accounts Payable	FLEET PRIDE	\$546.94
NBAZ - Warrant Clearing Account	Check	1120853	12/13/2023	Accounts Payable	FOUR CORNERS WELDING & GA	\$73.48
NBAZ - Warrant Clearing Account	Check	1120854	12/13/2023	Accounts Payable	FRONTIER	\$106.69
NBAZ - Warrant Clearing Account	Check	1120855	12/13/2023	Accounts Payable	FRONTIER	\$132.39
NBAZ - Warrant Clearing Account	Check	1120856	12/13/2023	Accounts Payable	FRONTIER	\$234.62
NBAZ - Warrant Clearing Account	Check	1120857	12/13/2023	Accounts Payable	FRONTIER	\$209.70

NBAZ - Warrant Clearing Account	Check	1120858	12/13/2023	Accounts Payable	FRONTIER	\$147.69
NBAZ - Warrant Clearing Account	Check	1120859	12/13/2023	Accounts Payable	FRONTIER	\$211.59
NBAZ - Warrant Clearing Account	Check	1120860	12/13/2023	Accounts Payable	FRONTIER	\$204.28
NBAZ - Warrant Clearing Account	Check	1120861	12/13/2023	Accounts Payable	FRONTIER	\$161.12
NBAZ - Warrant Clearing Account	Check	1120862	12/13/2023	Accounts Payable	FRONTIER	\$199.03
NBAZ - Warrant Clearing Account	Check	1120863	12/13/2023	Accounts Payable	FRONTIER	\$198.61
NBAZ - Warrant Clearing Account	Check	1120864	12/13/2023	Accounts Payable	FRONTIER	\$212.63
NBAZ - Warrant Clearing Account	Check	1120865	12/13/2023	Accounts Payable	FUTURE TIRE	\$1825.78
NBAZ - Warrant Clearing Account	Check	1120866	12/13/2023	Accounts Payable	GALL'S INC	\$486.76
NBAZ - Warrant Clearing Account	Check	1120867	12/13/2023	Accounts Payable	GALLUP WATER WORKS	\$30.50
NBAZ - Warrant Clearing Account	Check	1120868	12/13/2023	Accounts Payable	GRAINGER	\$348.76
NBAZ - Warrant Clearing Account	Check	1120869	12/13/2023	Accounts Payable	HAMBLIN LAW OFFICE PLC	\$10500.00
NBAZ - Warrant Clearing Account	Check	1120870	12/13/2023	Accounts Payable	HANCOCK COMPREHENSIVE DEI	\$1270.00
NBAZ - Warrant Clearing Account	Check	1120871	12/13/2023	Accounts Payable	HATCH CONSTRUCTION	\$2237.84
NBAZ - Warrant Clearing Account	Check	1120872	12/13/2023	Accounts Payable	KLINT HEAP	\$1394.01
NBAZ - Warrant Clearing Account	Check	1120873	12/13/2023	Accounts Payable	HIGH COUNTRY PROPANE	\$38.19
NBAZ - Warrant Clearing Account	Check	1120874	12/13/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOI	\$152.93
NBAZ - Warrant Clearing Account	Check	1120875	12/13/2023	Accounts Payable	HILLYARD/FLAGSTAFF	\$3057.73
NBAZ - Warrant Clearing Account	Check	1120876	12/13/2023	Accounts Payable	HOME DEPOT	\$1672.11
NBAZ - Warrant Clearing Account	Check	1120877	12/13/2023	Accounts Payable	HP2 INC	\$521.28
NBAZ - Warrant Clearing Account	Check	1120878	12/13/2023	Accounts Payable	INTERNATIONAL CODE COUNCIL	\$194.45
NBAZ - Warrant Clearing Account	Check	1120879	12/13/2023	Accounts Payable	INTERSTATE LOCK & SAFE INC	\$6917.20
NBAZ - Warrant Clearing Account	Check	1120880	12/13/2023	Accounts Payable	KB WELDING INC	\$1549.16
NBAZ - Warrant Clearing Account	Check	1120881	12/13/2023	Accounts Payable	KIMLEY-HORN & ASSOCIATES IN	\$10000.00
NBAZ - Warrant Clearing Account	Check	1120882	12/13/2023	Accounts Payable	KONICA MINOLTA	\$45.17
NBAZ - Warrant Clearing Account	Check	1120883	12/13/2023	Accounts Payable	LANGUAGE LINE SERVICES INC	\$199.50
NBAZ - Warrant Clearing Account	Check	1120884	12/13/2023	Accounts Payable	LAW OFFICE OF MICHAEL S PENI	\$4376.00
NBAZ - Warrant Clearing Account	Check	1120885	12/13/2023	Accounts Payable	LAWSON PRODUCTS INC	\$519.29
NBAZ - Warrant Clearing Account	Check	1120886	12/13/2023	Accounts Payable	VICTIMS COMP	\$747.16
NBAZ - Warrant Clearing Account	Check	1120887	12/13/2023	Accounts Payable	LIVCO WATER & SEWER COMPA	\$426.97
NBAZ - Warrant Clearing Account	Check	1120888	12/13/2023	Accounts Payable	LOWES #24	\$18.21
NBAZ - Warrant Clearing Account	Check	1120889	12/13/2023	Accounts Payable	MCKESSON MEDICAL SURGICAL	\$417.29
NBAZ - Warrant Clearing Account	Check	1120890	12/13/2023	Accounts Payable	OSCAR R MIRANDA	\$73.76
NBAZ - Warrant Clearing Account	Check	1120891	12/13/2023	Accounts Payable	MISSION UNIFORM & LINEN	\$138.22
NBAZ - Warrant Clearing Account	Check	1120892	12/13/2023	Accounts Payable	MONNIT CORPORATION	\$80.00
NBAZ - Warrant Clearing Account	Check	1120893	12/13/2023	Accounts Payable	DANIEL R MUTH	\$40.22
NBAZ - Warrant Clearing Account	Check	1120894	12/13/2023	Accounts Payable	NAPA	\$2130.58
NBAZ - Warrant Clearing Account	Check	1120895	12/13/2023	Accounts Payable	NATIONAL BUSINESS FURNITURI	\$1232.69
NBAZ - Warrant Clearing Account	Check	1120896	12/13/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHOI	\$571.48
NBAZ - Warrant Clearing Account	Check	1120897	12/13/2023	Accounts Payable	NAVAJO WESTERNERS	\$106.79
NBAZ - Warrant Clearing Account	Check	1120898	12/13/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPER	\$7695.38
NBAZ - Warrant Clearing Account	Check	1120899	12/13/2023	Accounts Payable	O'REILLY AUTO PARTS	\$472.16
NBAZ - Warrant Clearing Account	Check	1120900	12/13/2023	Accounts Payable	OVERDRIVE INC	\$742.24
NBAZ - Warrant Clearing Account	Check	1120901	12/13/2023	Accounts Payable	PACIFIC PONDEROSA CO INC	\$2477.68
NBAZ - Warrant Clearing Account	Check	1120902	12/13/2023	Accounts Payable	DANA BRYCE PATTERSON	\$10500.00
NBAZ - Warrant Clearing Account	Check	1120903	12/13/2023	Accounts Payable	PERFECT PRINTZ LLC	\$136.60
NBAZ - Warrant Clearing Account	Check	1120904	12/13/2023	Accounts Payable	PIMA COUNTY MEDICAL	\$13300.00
NBAZ - Warrant Clearing Account	Check	1120905	12/13/2023	Accounts Payable	PINAL COUNTY ARIZONA	\$42633.06
NBAZ - Warrant Clearing Account	Check	1120906	12/13/2023	Accounts Payable	ROBERT CRAIG POLLOCK	\$59.48
NBAZ - Warrant Clearing Account	Check	1120907	12/13/2023	Accounts Payable	PREMIUM PROPANE LLC	\$2641.66
NBAZ - Warrant Clearing Account	Check	1120908	12/13/2023	Accounts Payable	QUALITY CARQUEST	\$1030.20
NBAZ - Warrant Clearing Account	Check	1120909	12/13/2023	Accounts Payable	QUILL CORP	\$2064.38
NBAZ - Warrant Clearing Account	Check	1120910	12/13/2023	Accounts Payable	R JOHN R JOHN LEE ATTORNEY /	\$10500.00
NBAZ - Warrant Clearing Account	Check	1120911	12/13/2023	Accounts Payable	RAELENE RABAN	\$103.46
NBAZ - Warrant Clearing Account	Check	1120912	12/13/2023	Accounts Payable	RCI SYSTEMS LLC	\$144.00
NBAZ - Warrant Clearing Account	Check	1120913	12/13/2023	Accounts Payable	REDW LLC	\$20350.00
NBAZ - Warrant Clearing Account	Check	1120914	12/13/2023	Accounts Payable	RHINEHART OIL CO	\$20898.72
NBAZ - Warrant Clearing Account	Check	1120915	12/13/2023	Accounts Payable	RUNBECK ELECTION SERVICES IN	\$5032.24
NBAZ - Warrant Clearing Account	Check	1120916	12/13/2023	Accounts Payable	RUSH TRUCK CENTER	\$8386.51
NBAZ - Warrant Clearing Account	Check	1120917	12/13/2023	Accounts Payable	SAFETY KLEEN	\$1287.86
NBAZ - Warrant Clearing Account	Check	1120918	12/13/2023	Accounts Payable	SALT RIVER PROJECT - SRP - MAI	\$1091.00
NBAZ - Warrant Clearing Account	Check	1120919	12/13/2023	Accounts Payable	SARATOGA RACK MARKETING LI	\$22637.76

NBAZ - Warrant Clearing Account	Check	1120920	12/13/2023	Accounts Payable	SECURUS TECHNOLOGIES INC	\$1769.98
NBAZ - Warrant Clearing Account	Check	1120921	12/13/2023	Accounts Payable	SEM APPLICATIONS INC	\$216.00
NBAZ - Warrant Clearing Account	Check	1120922	12/13/2023	Accounts Payable	SHOW LOW AUTO PARTS	\$656.67
NBAZ - Warrant Clearing Account	Check	1120923	12/13/2023	Accounts Payable	SHOW LOW FORD INC	\$1895.91
NBAZ - Warrant Clearing Account	Check	1120924	12/13/2023	Accounts Payable	SIERRA PROPANE	\$769.31
NBAZ - Warrant Clearing Account	Check	1120925	12/13/2023	Accounts Payable	SITECH SOUTHWEST LLC	\$530.00
NBAZ - Warrant Clearing Account	Check	1120926	12/13/2023	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFOR	\$112.63
NBAZ - Warrant Clearing Account	Check	1120927	12/13/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLUL	\$430.81
NBAZ - Warrant Clearing Account	Check	1120928	12/13/2023	Accounts Payable	SONORA QUEST LABORATORIES	\$238.46
NBAZ - Warrant Clearing Account	Check	1120929	12/13/2023	Accounts Payable	SPARKLETTS WATER	\$96.00
NBAZ - Warrant Clearing Account	Check	1120930	12/13/2023	Accounts Payable	SPARKLETTS WATER	\$65.93
NBAZ - Warrant Clearing Account	Check	1120931	12/13/2023	Accounts Payable	SPARKLETTS WATER	\$305.14
NBAZ - Warrant Clearing Account	Check	1120932	12/13/2023	Accounts Payable	ST JOHNS CITY	\$1011.04
NBAZ - Warrant Clearing Account	Check	1120933	12/13/2023	Accounts Payable	ST JOHNS EMERGENCY SERVICE!	\$2057.87
NBAZ - Warrant Clearing Account	Check	1120934	12/13/2023	Accounts Payable	ST JOHNS UNITED DRUG	\$76.50
NBAZ - Warrant Clearing Account	Check	1120935	12/13/2023	Accounts Payable	STANTEC CONSULTING SERVICE!	\$3377.60
NBAZ - Warrant Clearing Account	Check	1120936	12/13/2023	Accounts Payable	STAPLES CREDIT PLAN	\$812.57
NBAZ - Warrant Clearing Account	Check	1120937	12/13/2023	Accounts Payable	SUMMIT HEALTHCARE ASSOCIA	\$4300.00
NBAZ - Warrant Clearing Account	Check	1120938	12/13/2023	Accounts Payable	TABLE TOP TELEPHONE COMPAI	\$628.34
NBAZ - Warrant Clearing Account	Check	1120939	12/13/2023	Accounts Payable	THE POUR STATION	\$381.62
NBAZ - Warrant Clearing Account	Check	1120940	12/13/2023	Accounts Payable	THE ZICKERMAN LAW OFFICE PL	\$40.00
NBAZ - Warrant Clearing Account	Check	1120941	12/13/2023	Accounts Payable	THOMSON REUTERS WEST	\$2901.61
NBAZ - Warrant Clearing Account	Check	1120942	12/13/2023	Accounts Payable	TOWN OF EAGAR	\$232.93
NBAZ - Warrant Clearing Account	Check	1120943	12/13/2023	Accounts Payable	TOWN OF SPRINGERVILLE	\$231.34
NBAZ - Warrant Clearing Account	Check	1120944	12/13/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	\$1983.16
NBAZ - Warrant Clearing Account	Check	1120945	12/13/2023	Accounts Payable	TRIPLE R FUELS	\$10.00
NBAZ - Warrant Clearing Account	Check	1120946	12/13/2023	Accounts Payable	TYLER BUSINESS FORMS	\$557.82
NBAZ - Warrant Clearing Account	Check	1120947	12/13/2023	Accounts Payable	SHAYLA DESERET UDALL	\$176.05
NBAZ - Warrant Clearing Account	Check	1120948	12/13/2023	Accounts Payable	UNIFIRST CORPORATION	\$200.63
NBAZ - Warrant Clearing Account	Check	1120949	12/13/2023	Accounts Payable	US POSTMASTER	\$10186.23
NBAZ - Warrant Clearing Account	Check	1120950	12/13/2023	Accounts Payable	VALLEY AUTO PARTS	\$128.08
NBAZ - Warrant Clearing Account	Check	1120951	12/13/2023	Accounts Payable	VALLEY IMAGING SOLUTIONS	\$17.22
NBAZ - Warrant Clearing Account	Check	1120952	12/13/2023	Accounts Payable	VERIZON CONNECT FLEET USA L	\$160.84
NBAZ - Warrant Clearing Account	Check	1120953	12/13/2023	Accounts Payable	VERIZON WIRELESS	\$2859.92
NBAZ - Warrant Clearing Account	Check	1120954	12/13/2023	Accounts Payable	VERNON DOMESTIC IMPROVEM	\$32.21
NBAZ - Warrant Clearing Account	Check	1120955	12/13/2023	Accounts Payable	WESTERN DRUG COMPANY	\$10.00
NBAZ - Warrant Clearing Account	Check	1120956	12/13/2023	Accounts Payable	ANTONIA WOOD	\$222.75
NBAZ - Warrant Clearing Account	Check	1120957	12/13/2023	Accounts Payable	WOODLAND BUILDING CENTER	\$596.45
NBAZ - Warrant Clearing Account	Check	1120958	12/13/2023	Accounts Payable	VICTIMS COMP	\$2124.00
NBAZ - Warrant Clearing Account	Check	1120959	12/13/2023	Accounts Payable	ZOOM VIDEO COMMUNICATION	\$459.82
NBAZ - Warrant Clearing Account	Check	1120960	12/13/2023	Accounts Payable	ASHLEE BROWN	\$141.00
NBAZ - Warrant Clearing Account	Check	1120961	12/13/2023	Accounts Payable	JOSHUA T CURTIS	\$165.00
NBAZ - Warrant Clearing Account	Check	1120962	12/13/2023	Accounts Payable	CECILIA DIAZ	\$3633.31
NBAZ - Warrant Clearing Account	Check	1120963	12/13/2023	Accounts Payable	FELIPA A EARL	\$58.79
NBAZ - Warrant Clearing Account	Check	1120964	12/13/2023	Accounts Payable	RUBEN C GARCIA JR.	\$300.00
NBAZ - Warrant Clearing Account	Check	1120965	12/13/2023	Accounts Payable	SAMUEL TODD GARDNER	\$71.78
NBAZ - Warrant Clearing Account	Check	1120966	12/13/2023	Accounts Payable	DARYL GREER	\$65.96
NBAZ - Warrant Clearing Account	Check	1120967	12/13/2023	Accounts Payable	PAUL HANCOCK	\$87.17
NBAZ - Warrant Clearing Account	Check	1120968	12/13/2023	Accounts Payable	HARRIS, REBEKAH	\$583.74
NBAZ - Warrant Clearing Account	Check	1120969	12/13/2023	Accounts Payable	KLINT HEAP	\$64.51
NBAZ - Warrant Clearing Account	Check	1120970	12/13/2023	Accounts Payable	MEGAN L HILL	\$21.76
NBAZ - Warrant Clearing Account	Check	1120971	12/13/2023	Accounts Payable	MELISSA MEEKS	\$221.75
NBAZ - Warrant Clearing Account	Check	1120972	12/13/2023	Accounts Payable	REITA MOORE	\$74.26
NBAZ - Warrant Clearing Account	Check	1120973	12/13/2023	Accounts Payable	JILL PATTERSON	\$1421.01
NBAZ - Warrant Clearing Account	Check	1120974	12/13/2023	Accounts Payable	LAURA J SALAZAR	\$11.51
NBAZ - Warrant Clearing Account	Check	1120975	12/13/2023	Accounts Payable	ANNALEE SHREEVE	\$156.13
NBAZ - Warrant Clearing Account	Check	1120976	12/13/2023	Accounts Payable	AMANDA NICHOLE SIMMONS	\$146.37
NBAZ - Warrant Clearing Account	Check	1120977	12/13/2023	Accounts Payable	TALANO, BRISTINA	\$162.63
NBAZ - Warrant Clearing Account	Check	1120978	12/13/2023	Accounts Payable	JESSE THOMAS	\$130.66
NBAZ - Warrant Clearing Account	Check	1120979	12/13/2023	Accounts Payable	HEATHER VAN DER NOORD	\$400.96
NBAZ - Warrant Clearing Account	Check	1120980	12/13/2023	Accounts Payable	ALICE JO WEBB	\$43.54
NBAZ - Warrant Clearing Account	Check	1120981	12/13/2023	Accounts Payable	GARRET LEE WHITING	\$64.00

NBAZ - Warrant Clearing Account	Check	1120982	12/13/2023	Accounts Payable	SAMUEL A WOOD	\$658.29
NBAZ - Warrant Clearing Account	Check	1120983	12/13/2023	Accounts Payable	JAY YELLOWHORSE	\$506.40
NBAZ - Warrant Clearing Account	Check	1120984	12/14/2023	Accounts Payable	CECILIA DIAZ	\$6333.31
NBAZ - Warrant Clearing Account	Check	1120985	12/14/2023	Accounts Payable	ALTON JOE SHEPHERD	\$314.80
NBAZ - Warrant Clearing Account	Check	1120986	12/19/2023	Accounts Payable	AIRGAS USA LLC	\$164.94
NBAZ - Warrant Clearing Account	Check	1120987	12/19/2023	Accounts Payable	ALLEGRA	\$4774.49
NBAZ - Warrant Clearing Account	Check	1120988	12/19/2023	Accounts Payable	ALSCO INC	\$378.31
NBAZ - Warrant Clearing Account	Check	1120989	12/19/2023	Accounts Payable	AMAZON CAPITAL SERVICES INC	\$6345.25
NBAZ - Warrant Clearing Account	Check	1120990	12/19/2023	Accounts Payable	AMERICAN REGISTRY FOR INTER	\$1000.00
NBAZ - Warrant Clearing Account	Check	1120991	12/19/2023	Accounts Payable	APACHE COUNTY	\$108.72
NBAZ - Warrant Clearing Account	Check	1120992	12/19/2023	Accounts Payable	ARIZONA DAILY SUN	\$194.90
NBAZ - Warrant Clearing Account	Check	1120993	12/19/2023	Accounts Payable	AT&T MOBILITY II LLC	\$99.72
NBAZ - Warrant Clearing Account	Check	1120994	12/19/2023	Accounts Payable	AZ DEPARTMENT OF ENVIRONM	\$4520.00
NBAZ - Warrant Clearing Account	Check	1120995	12/19/2023	Accounts Payable	AZ LABOR LAW POSTER SERVICE	\$89.50
NBAZ - Warrant Clearing Account	Check	1120996	12/19/2023	Accounts Payable	BASHAS' CORPORATE OFFICE	\$25.28
NBAZ - Warrant Clearing Account	Check	1120997	12/19/2023	Accounts Payable	BASIN BROADCASTIN COMPANY	\$825.00
NBAZ - Warrant Clearing Account	Check	1120998	12/19/2023	Accounts Payable	BAUMAN HOME AND AUTO INC	\$1303.08
NBAZ - Warrant Clearing Account	Check	1120999	12/19/2023	Accounts Payable	SARAH MAE BEGAY	\$115.00
NBAZ - Warrant Clearing Account	Check	1121000	12/19/2023	Accounts Payable	BIG TEX TRAILER WORLD INC	\$6970.00
NBAZ - Warrant Clearing Account	Check	1121001	12/19/2023	Accounts Payable	BLUE HILLS ENVIRONMENTAL	\$965.20
NBAZ - Warrant Clearing Account	Check	1121002	12/19/2023	Accounts Payable	BLUE LINE TOWING	\$150.00
NBAZ - Warrant Clearing Account	Check	1121003	12/19/2023	Accounts Payable	BOOT BARN	\$1102.50
NBAZ - Warrant Clearing Account	Check	1121004	12/19/2023	Accounts Payable	MICHAEL T BRAGIEL	\$61.18
NBAZ - Warrant Clearing Account	Check	1121005	12/19/2023	Accounts Payable	BUTLER'S OFFICE EQUIPMENT &	\$166.99
NBAZ - Warrant Clearing Account	Check	1121006	12/19/2023	Accounts Payable	CDW GOVERNMENT LLC	\$212.42
NBAZ - Warrant Clearing Account	Check	1121007	12/19/2023	Accounts Payable	COURTYARD BY MARRIOTT WRI	\$138.27
NBAZ - Warrant Clearing Account	Check	1121008	12/19/2023	Accounts Payable	COWBOY UP HAY AND RANCH S	\$1752.61
NBAZ - Warrant Clearing Account	Check	1121009	12/19/2023	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	\$422.52
NBAZ - Warrant Clearing Account	Check	1121010	12/19/2023	Accounts Payable	DAVIS TRUE VALUE HARDWARE	\$92.24
NBAZ - Warrant Clearing Account	Check	1121011	12/19/2023	Accounts Payable	DESERT MOUNTAIN CORPORATI	\$20956.60
NBAZ - Warrant Clearing Account	Check	1121012	12/19/2023	Accounts Payable	DISH NETWORK	\$216.59
NBAZ - Warrant Clearing Account	Check	1121013	12/19/2023	Accounts Payable	PJ E EDWARDS-RAY	\$175.00
NBAZ - Warrant Clearing Account	Check	1121014	12/19/2023	Accounts Payable	ELECTION SYSTEMS AND SOFTW	\$5475.00
NBAZ - Warrant Clearing Account	Check	1121015	12/19/2023	Accounts Payable	EMPIRE MACHINERY	\$559.41
NBAZ - Warrant Clearing Account	Check	1121016	12/19/2023	Accounts Payable	EQUIPMENTSHARE.COM INC	\$4932.72
NBAZ - Warrant Clearing Account	Check	1121017	12/19/2023	Accounts Payable	FERRELLGAS	\$56.05
NBAZ - Warrant Clearing Account	Check	1121018	12/19/2023	Accounts Payable	FLEET PRIDE	\$632.54
NBAZ - Warrant Clearing Account	Check	1121019	12/19/2023	Accounts Payable	FRONTIER	\$225.64
NBAZ - Warrant Clearing Account	Check	1121020	12/19/2023	Accounts Payable	FRONTIER	\$227.09
NBAZ - Warrant Clearing Account	Check	1121021	12/19/2023	Accounts Payable	FRONTIER	\$148.87
NBAZ - Warrant Clearing Account	Check	1121022	12/19/2023	Accounts Payable	FRONTIER	\$101.39
NBAZ - Warrant Clearing Account	Check	1121023	12/19/2023	Accounts Payable	FRONTIER	\$150.26
NBAZ - Warrant Clearing Account	Check	1121024	12/19/2023	Accounts Payable	FRONTIER	\$222.53
NBAZ - Warrant Clearing Account	Check	1121025	12/19/2023	Accounts Payable	FRONTIER	\$225.06
NBAZ - Warrant Clearing Account	Check	1121026	12/19/2023	Accounts Payable	FUTURE TIRE	\$31.64
NBAZ - Warrant Clearing Account	Check	1121027	12/19/2023	Accounts Payable	GALL'S INC	\$161.91
NBAZ - Warrant Clearing Account	Check	1121028	12/19/2023	Accounts Payable	GALLUP INDEPENDENT	\$138.00
NBAZ - Warrant Clearing Account	Check	1121029	12/19/2023	Accounts Payable	GK INVESTIGATIONS	\$160.00
NBAZ - Warrant Clearing Account	Check	1121030	12/19/2023	Accounts Payable	GREER COMMUNITY FACILITIES	\$981.38
NBAZ - Warrant Clearing Account	Check	1121031	12/19/2023	Accounts Payable	HANCOCK COMPREHENSIVE DEI	\$63.00
NBAZ - Warrant Clearing Account	Check	1121032	12/19/2023	Accounts Payable	HEALTH EQUITY INC	\$228.85
NBAZ - Warrant Clearing Account	Check	1121033	12/19/2023	Accounts Payable	HILL AZ GROCERY STORE/ ST JOI	\$60.79
NBAZ - Warrant Clearing Account	Check	1121034	12/19/2023	Accounts Payable	HILLYARD/FLAGSTAFF	\$343.51
NBAZ - Warrant Clearing Account	Check	1121035	12/19/2023	Accounts Payable	HOME DEPOT	\$656.79
NBAZ - Warrant Clearing Account	Check	1121036	12/19/2023	Accounts Payable	HON-DAH RESORT & CASINO	\$3509.06
NBAZ - Warrant Clearing Account	Check	1121037	12/19/2023	Accounts Payable	HON-DAH RESORT & CASINO	\$3509.06
NBAZ - Warrant Clearing Account	Check	1121038	12/19/2023	Accounts Payable	INGRAM LIBRARY SERVICES	\$3767.44
NBAZ - Warrant Clearing Account	Check	1121039	12/19/2023	Accounts Payable	JCG TECHNOLOGIES INC	\$525.00
NBAZ - Warrant Clearing Account	Check	1121040	12/19/2023	Accounts Payable	LEGAL AND LIABILITY RISK MAN/	\$300.00
NBAZ - Warrant Clearing Account	Check	1121041	12/19/2023	Accounts Payable	LOWES #24	\$34.04
NBAZ - Warrant Clearing Account	Check	1121042	12/19/2023	Accounts Payable	MCCOOK BOILER AND PUMP CC	\$5326.00
NBAZ - Warrant Clearing Account	Check	1121043	12/19/2023	Accounts Payable	MCKESSON MEDICAL SURGICAL	\$2539.64

NBAZ - Warrant Clearing Account	Check	1121044	12/19/2023	Accounts Payable	ERIC MCNEIL	\$712.50
NBAZ - Warrant Clearing Account	Check	1121045	12/19/2023	Accounts Payable	MIDWAY CHEVROLET	\$79999.95
NBAZ - Warrant Clearing Account	Check	1121046	12/19/2023	Accounts Payable	MISSION UNIFORM & LINEN	\$130.84
NBAZ - Warrant Clearing Account	Check	1121047	12/19/2023	Accounts Payable	MOHAWK AUTOMOTIVE LIFTS S	\$558.00
NBAZ - Warrant Clearing Account	Check	1121048	12/19/2023	Accounts Payable	MUTUALINK INC	\$250000.00
NBAZ - Warrant Clearing Account	Check	1121049	12/19/2023	Accounts Payable	NAPA	\$1051.46
NBAZ - Warrant Clearing Account	Check	1121050	12/19/2023	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHOI	\$8700.00
NBAZ - Warrant Clearing Account	Check	1121051	12/19/2023	Accounts Payable	NAVAJO WESTERNERS	\$149.66
NBAZ - Warrant Clearing Account	Check	1121052	12/19/2023	Accounts Payable	NAVOPACHE ELECTRIC COOPER	\$12815.58
NBAZ - Warrant Clearing Account	Check	1121053	12/19/2023	Accounts Payable	NORTH WEST NEW MEXICO REC	\$51.52
NBAZ - Warrant Clearing Account	Check	1121054	12/19/2023	Accounts Payable	NORTHLAND PIONEER COLLEGE	\$88341.13
NBAZ - Warrant Clearing Account	Check	1121055	12/19/2023	Accounts Payable	NORTHWEST INDUSTRIAL EQUIF	\$29788.00
NBAZ - Warrant Clearing Account	Check	1121056	12/19/2023	Accounts Payable	O'REILLY AUTO PARTS	\$3064.91
NBAZ - Warrant Clearing Account	Check	1121057	12/19/2023	Accounts Payable	OCCUPATIONAL HEALTH CENTE	\$735.00
NBAZ - Warrant Clearing Account	Check	1121058	12/19/2023	Accounts Payable	OFFICE DEPOT	\$182.29
NBAZ - Warrant Clearing Account	Check	1121059	12/19/2023	Accounts Payable	OLD CONCHO COMMUNITY ASS	\$500.00
NBAZ - Warrant Clearing Account	Check	1121060	12/19/2023	Accounts Payable	OVERDRIVE INC	\$144.55
NBAZ - Warrant Clearing Account	Check	1121061	12/19/2023	Accounts Payable	PERFECT PRINTZ LLC	\$729.77
NBAZ - Warrant Clearing Account	Check	1121062	12/19/2023	Accounts Payable	PITNEY BOWES	\$2439.04
NBAZ - Warrant Clearing Account	Check	1121063	12/19/2023	Accounts Payable	PREMIUM PROPANE LLC	\$5559.91
NBAZ - Warrant Clearing Account	Check	1121064	12/19/2023	Accounts Payable	PROPELLER AERO INC	\$24750.00
NBAZ - Warrant Clearing Account	Check	1121065	12/19/2023	Accounts Payable	QUILL CORP	\$3123.66
NBAZ - Warrant Clearing Account	Check	1121066	12/19/2023	Accounts Payable	RAY ALLEN MANUFACTURING LI	\$428.62
NBAZ - Warrant Clearing Account	Check	1121067	12/19/2023	Accounts Payable	RHINEHART OIL CO	\$8301.96
NBAZ - Warrant Clearing Account	Check	1121068	12/19/2023	Accounts Payable	RICOH USA INC	\$29.26
NBAZ - Warrant Clearing Account	Check	1121069	12/19/2023	Accounts Payable	RIGG LAW FIRM PLLC	\$1272.00
NBAZ - Warrant Clearing Account	Check	1121070	12/19/2023	Accounts Payable	RL'S A-1 AUTO BODY SHOP	\$2067.45
NBAZ - Warrant Clearing Account	Check	1121071	12/19/2023	Accounts Payable	ROBERTS TIRE SALES INC	\$2364.75
NBAZ - Warrant Clearing Account	Check	1121072	12/19/2023	Accounts Payable	SANDERS UNIFIED SCHOOL DIST	\$350.00
NBAZ - Warrant Clearing Account	Check	1121073	12/19/2023	Accounts Payable	SHOW LOW AUTO PARTS	\$148.20
NBAZ - Warrant Clearing Account	Check	1121074	12/19/2023	Accounts Payable	SIERRA PROPANE	\$152.50
NBAZ - Warrant Clearing Account	Check	1121075	12/19/2023	Accounts Payable	SMITH BAGLEY INC DBA CELLUL	\$1680.91
NBAZ - Warrant Clearing Account	Check	1121076	12/19/2023	Accounts Payable	SOUTHERN TIRE MART LLC	\$1292.74
NBAZ - Warrant Clearing Account	Check	1121077	12/19/2023	Accounts Payable	SPARKLETTS WATER	\$610.26
NBAZ - Warrant Clearing Account	Check	1121078	12/19/2023	Accounts Payable	SPARKLETTS WATER	\$238.27
NBAZ - Warrant Clearing Account	Check	1121079	12/19/2023	Accounts Payable	ST JOHNS EMERGENCY SERVICE	\$1240.33
NBAZ - Warrant Clearing Account	Check	1121080	12/19/2023	Accounts Payable	STAPLES BUSINESS CREDIT STAP	\$812.57
NBAZ - Warrant Clearing Account	Check	1121081	12/19/2023	Accounts Payable	SUMMIT HEALTHCARE ASSOCIA	\$924.94
NBAZ - Warrant Clearing Account	Check	1121082	12/19/2023	Accounts Payable	T & R MARKET	\$198.59
NBAZ - Warrant Clearing Account	Check	1121083	12/19/2023	Accounts Payable	THOMSON REUTERS WEST	\$678.60
NBAZ - Warrant Clearing Account	Check	1121084	12/19/2023	Accounts Payable	TOWN OF EAGAR	\$226.24
NBAZ - Warrant Clearing Account	Check	1121085	12/19/2023	Accounts Payable	TRANSUNION RISK & ALTERNAT	\$81.83
NBAZ - Warrant Clearing Account	Check	1121086	12/19/2023	Accounts Payable	TREAD MASTERS TIRE & LUBE	\$1544.71
NBAZ - Warrant Clearing Account	Check	1121087	12/19/2023	Accounts Payable	TRIPLE R FUELS	\$183.81
NBAZ - Warrant Clearing Account	Check	1121088	12/19/2023	Accounts Payable	TYLER TECHNOLOGIES INC	\$120098.38
NBAZ - Warrant Clearing Account	Check	1121089	12/19/2023	Accounts Payable	NOLAN UDALL	\$100.00
NBAZ - Warrant Clearing Account	Check	1121090	12/19/2023	Accounts Payable	UNIFIRST CORPORATION	\$70.23
NBAZ - Warrant Clearing Account	Check	1121091	12/19/2023	Accounts Payable	VALLEY AUTO PARTS	\$265.71
NBAZ - Warrant Clearing Account	Check	1121092	12/19/2023	Accounts Payable	VALLEY IMAGING SOLUTIONS	\$194.72
NBAZ - Warrant Clearing Account	Check	1121093	12/19/2023	Accounts Payable	VERIZON WIRELESS	\$2075.90
NBAZ - Warrant Clearing Account	Check	1121094	12/19/2023	Accounts Payable	WHITE MOUNTAIN COMMUNIC	\$170.00
NBAZ - Warrant Clearing Account	Check	1121095	12/19/2023	Accounts Payable	WHITE MOUNTAIN PUBLISHING	\$60.38
NBAZ - Warrant Clearing Account	Check	1121096	12/19/2023	Accounts Payable	WHITE MOUNTAIN REGIONAL N	\$1758.41
NBAZ - Warrant Clearing Account	Check	1121097	12/19/2023	Accounts Payable	WOODLAND BUILDING CENTER	\$930.36
NBAZ - Warrant Clearing Account	Check	1121098	12/19/2023	Accounts Payable	XEROX CORP	\$73.45
NBAZ - Warrant Clearing Account	Check	1121099	12/19/2023	Accounts Payable	YAZZIE'S AUTO PARTS INC	\$3247.20
NBAZ - Warrant Clearing Account	Check	1121100	12/19/2023	Accounts Payable	JOSEPH DARRON BRODERICK	\$300.00
NBAZ - Warrant Clearing Account	Check	1121101	12/19/2023	Accounts Payable	MAYRA E CASTILLO	\$30.00
NBAZ - Warrant Clearing Account	Check	1121102	12/19/2023	Accounts Payable	FELIPA A EARL	\$78.24
NBAZ - Warrant Clearing Account	Check	1121103	12/19/2023	Accounts Payable	JULIUS ELWOOD	\$27.00
NBAZ - Warrant Clearing Account	Check	1121104	12/19/2023	Accounts Payable	SAMUEL TODD GARDNER	\$300.00
NBAZ - Warrant Clearing Account	Check	1121105	12/19/2023	Accounts Payable	DARYL GREER	\$114.47

NBAZ - Warrant Clearing Account	Check	1121106	12/19/2023	Accounts Payable	KAPRIS SHO VAN JAMES	\$300.00
NBAZ - Warrant Clearing Account	Check	1121107	12/19/2023	Accounts Payable	TRENT ADAM JENSEN	\$10.28
NBAZ - Warrant Clearing Account	Check	1121108	12/19/2023	Accounts Payable	TYRON JENSEN	\$529.88
NBAZ - Warrant Clearing Account	Check	1121109	12/19/2023	Accounts Payable	STEPHEN W KIZER	\$902.79
NBAZ - Warrant Clearing Account	Check	1121110	12/19/2023	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	\$2.04
NBAZ - Warrant Clearing Account	Check	1121111	12/19/2023	Accounts Payable	LEHI MONTIERH	\$300.00
NBAZ - Warrant Clearing Account	Check	1121112	12/19/2023	Accounts Payable	DIANA M MORGAN	\$267.90
NBAZ - Warrant Clearing Account	Check	1121113	12/19/2023	Accounts Payable	KEIRSTEN NIELSEN	\$8100.00
NBAZ - Warrant Clearing Account	Check	1121114	12/19/2023	Accounts Payable	DOUGLAS LANCE PEARCE	\$300.00
NBAZ - Warrant Clearing Account	Check	1121115	12/19/2023	Accounts Payable	CELESTE ROBERTSON	\$43.59
NBAZ - Warrant Clearing Account	Check	1121116	12/19/2023	Accounts Payable	ROCKY STEINMETZ	\$300.00
NBAZ - Warrant Clearing Account	Check	1121117	12/19/2023	Accounts Payable	MICHAEL B WHITING	\$26.70
NBAZ - Warrant Clearing Account	Check	1121118	12/19/2023	Accounts Payable	IVAN D ZHELEV	\$300.00
NBAZ - Warrant Clearing Account	Check	1121119	12/19/2023	Accounts Payable	RYAN N PATTERSON	\$347.17
NBAZ - Warrant Clearing Account	Check	1121135	12/19/2023	Accounts Payable	AMERICAN FAMILY LIFE ASSURA	\$160.52
NBAZ - Warrant Clearing Account	Check	1121136	12/19/2023	Accounts Payable	APACHE COUNTY FSA	\$843.87
NBAZ - Warrant Clearing Account	Check	1121137	12/19/2023	Accounts Payable	APACHE COUNTY HSA	\$7949.22
NBAZ - Warrant Clearing Account	Check	1121138	12/19/2023	Accounts Payable	APACHE COUNTY MEDICAL	\$201453.01
NBAZ - Warrant Clearing Account	Check	1121139	12/19/2023	Accounts Payable	APACHE COUNTY TAX WITHHOL	\$171306.86
NBAZ - Warrant Clearing Account	Check	1121140	12/19/2023	Accounts Payable	APACHE COUNTY TREASURER	\$501.22
NBAZ - Warrant Clearing Account	Check	1121141	12/19/2023	Accounts Payable	ASRS LEGACY EORP	\$11107.92
NBAZ - Warrant Clearing Account	Check	1121142	12/19/2023	Accounts Payable	AZ STATE RETIREMENT SYSTEM	\$139974.54
NBAZ - Warrant Clearing Account	Check	1121143	12/19/2023	Accounts Payable	CINCINNATI LIFE INS CO	\$10.00
NBAZ - Warrant Clearing Account	Check	1121144	12/19/2023	Accounts Payable	COLONIAL LIFE AND ACCIDENT I	\$991.26
NBAZ - Warrant Clearing Account	Check	1121145	12/19/2023	Accounts Payable	CORP AOC DISABILITY	\$46.28
NBAZ - Warrant Clearing Account	Check	1121146	12/19/2023	Accounts Payable	CORP DISABILITY	\$136.94
NBAZ - Warrant Clearing Account	Check	1121147	12/19/2023	Accounts Payable	CORRECTIONS OFFICER RET PLA	\$12942.02
NBAZ - Warrant Clearing Account	Check	1121148	12/19/2023	Accounts Payable	CORRECTIONS OFFICER RETIREN	\$1194.60
NBAZ - Warrant Clearing Account	Check	1121149	12/19/2023	Accounts Payable	EODCRS DISABILITY	\$12.94
NBAZ - Warrant Clearing Account	Check	1121150	12/19/2023	Accounts Payable	EORP LEGACY	\$3039.91
NBAZ - Warrant Clearing Account	Check	1121151	12/19/2023	Accounts Payable	INDIANA STATE CENTRAL COLLE	\$173.34
NBAZ - Warrant Clearing Account	Check	1121152	12/19/2023	Accounts Payable	NATIONWIDE	\$3102.63
NBAZ - Warrant Clearing Account	Check	1121153	12/19/2023	Accounts Payable	NATIONWIDE RETIREMENT SOL	\$603.59
NBAZ - Warrant Clearing Account	Check	1121154	12/19/2023	Accounts Payable	NATIONWIDE TRUST FSB	\$3013.80
NBAZ - Warrant Clearing Account	Check	1121155	12/19/2023	Accounts Payable	NEW MEXICO HUMAN SERVICES	\$162.00
NBAZ - Warrant Clearing Account	Check	1121156	12/19/2023	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	\$15278.91
NBAZ - Warrant Clearing Account	Check	1121157	12/19/2023	Accounts Payable	PUBLIC SAFETY SHERIFF RET	\$10401.74
NBAZ - Warrant Clearing Account	Check	1121158	12/19/2023	Accounts Payable	RIO PUERCO ACRES	\$510.00
NBAZ - Warrant Clearing Account	Check	1121159	12/19/2023	Accounts Payable	SECURITY BENEFIT GROUP	\$340.00
NBAZ - Warrant Clearing Account	Check	1121160	12/19/2023	Accounts Payable	SUPPORT PAYMENT CLEARINGH	\$1355.38
NBAZ - Warrant Clearing Account	Check	1121161	12/19/2023	Accounts Payable	UNITED STATES TREASURY	\$372.42
NBAZ - Warrant Clearing Account	Check	1121162	12/20/2023	Accounts Payable	HON-DAH RESORT & CASINO	\$282.53
NBAZ - Warrant Clearing Account	Check	1121163	12/20/2023	Accounts Payable	TRENT ADAM JENSEN	\$200.00

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

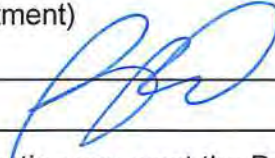
date/time stamp

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

County Manager

Date/Signature:

12/26/23



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

Request approval of minutes dated December 5, 2023.

BOS Meeting Date Requested 1/2/23

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

December 5, 2023
St. Johns, Arizona

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

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

Lehi Montierth gave the invocation.

Matt Fish led the Pledge of Allegiance.

Chairman Shepherd called for the Health District items.

Mr. Patterson, on behalf of the Health District, requested approval of Intergovernmental Agreement Contract #CTR067942, Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona. This was budgeted for FY24. **Mr. Davis moved approval, second by Mr. Shirley.** Vote was unanimous.

Mr. Patteson, on behalf of the Health District, requested possible approval of the Professional Services Agreement with Burnham Mortuary to provide backup for the removal, transport, and storage for the Alternate Medical Examiner/Medico Legal Death Investigator. This has been budgeted for FY24. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson, on behalf of the Health District, requested approval of a contract with Shawn Taylor to provide hearing officer services. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called for the Flood Control District item.

Ferrin Crosby, County Engineer requested approval of a Permanent Access Easement Agreement for flood control improvement with Loree Williams. **Mr. Davis moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called on the regular agenda items.

Mr. Patterson presented the Consent Agenda items A-K and recommended approval. **Mr. Davis moved approval, seconded by Mr. Shirley.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between November 7, 2023 to December 5, 2023. Payee Amount ALLEGRA \$1498.61
AMAZON CAPITAL SERVICES INC \$7561.01 APACHE COUNTY YOUTH COUNCIL \$2763.00 B&R TRUCKING \$8280.00 BAUMAN HOME AND AUTO INC (CARQUEST) \$2776.32 John Lucas COMMUNITY BROADBAND ADVOCATES LLC \$6100.38
DEMCO INC \$2021.26 DIAMONDBACK POLICE SUPPLY CO INC \$1997.80
EMPIRE MACHINERY \$1823.16 EVERBRIDGE INC \$36003.14 FIELDS OUTDOOR ADVENTURES, LLP \$5115.00 GALLUP INDEPENDENT \$1396.59
GOLDTOOTH PRECISION SOLUTIONS INC \$6410.21 HIGH COUNTRY SIGNS LLC \$1125.00 HOME DEPOT \$1454.60 JCG TECHNOLOGIES INC \$3150.00
JURY SYSTEMS INCORPORATED \$1034.00 MH CONSULTING & PROJECT MANAGEMENT LLC \$1481.22 NAPA \$1935.68 NAVOPACHE ELECTRIC COOPERATIVE \$1507.10 NTUA WIRELESS, LLC \$5220.02 PERFECT PRINTZ LLC \$7383.24
QUILL CORP \$1928.88 RIGG LAW FIRM PLLC \$5000.00 SECURUS TECHNOLOGIES INC \$1316.26 DALE SHAWN TAYLOR \$5000.00 TOWER SAFETY & CONSTRUCTION \$5400.00 TYLER TECHNOLOGIES INC \$2405.66 VERIZON WIRELESS \$1581.88 WHITE MOUNTAIN REGIONAL MEDICAL CENTER \$5134.83 FAYE WURSTNER-REAGAN \$1108.00 DOUGLAS LANCE PEARCE \$1116.20 ALLEGRA \$5804.96 AMAZON CAPITAL SERVICES INC \$8898.65 ARDURRA (FORMERLY WOODSON ENGINEERING & SURVEYING) \$4615.00 ARIZONA SHERIFF'S ASSOCIATION \$2500.00 AZ DEPT OF REVENUE \$12200.57 AZ STATE GOVERNMENT \$8592.00 B&R TRUCKING \$10667.20 BAUMAN HOME AND AUTO INC (CARQUEST) \$3621.08 BLUE HILLS ENVIRONMENTAL \$1581.56 CHANGEPOINT INTEGRATED HEALTH \$54240.00
COMMNET WIRELESS LLC \$75000.00 COURTESY CHEVROLET \$169455.12 CREATIVE MULTIMEDIA INC (CMI) \$12470.00 DELL COMPUTER CORPORATION \$4197.75
EMPIRE MACHINERY \$5195.05 EMPIRE POWER SYSTEMS AND EMPIRE SOUTHWEST LLC \$1889.65 EPIC MOTORSPORTS CORP \$5729.99 FLEET PRIDE \$1196.33 FRONTIER \$4299.78 GALLUP INDEPENDENT \$1368.51 GLAXO SMITHKLINE PHARMACY \$14700.65 GOLIGHTLY TIRE \$4598.61 HANCOCK COMPREHENSIVE DENTISTRY \$3403.00 KLINT HEAP \$1562.80 HILLYARD/FLAGSTAFF \$1543.42
INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS \$1200.00 LAW OFFICE OF MICHAEL S PENROD PLC \$4960.00 LEXIPOL LLC \$12167.27 MAJESTIC MUSIC LLC \$1799.98 MCKESSON MEDICAL SURGICAL \$39647.75 NAPA \$1537.59 NAVAJO TRIBAL UTILITY AUTHORITY \$1216.10 NEWMAN SIGNS INC \$5388.54 O'REILLY AUTO PARTS \$2882.16 OVERDRIVE INC \$1169.47 PSYCHOLOGICAL AND CONSULTING SERVICES \$6500.00 QUILL CORP \$2100.90 REDW LLC \$1802.50 RHINEHART OIL CO \$23046.01 RWC GROUP \$2263.02 SALT RIVER PROJECT - SRP - MARS \$1091.00
SARATOGA RACK MARKETING LLC \$20577.95 SECURUS TECHNOLOGIES INC \$2529.71 ST JOHNS CITY \$3783.08 SUMMIT HEALTHCARE ASSOCIATION INC

\$6850.00 THE AARONS COMPANY LLC \$3000.00 TREAD MASTERS TIRE & LUBE
\$1077.88 TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY \$3476.72 TYLER
TECHNOLOGIES INC \$2546.15 VERIZON WIRELESS \$4379.47 WHITE MOUNTAIN
COMMUNICATIONS \$3813.18 WOODLAND BUILDING CENTER C/O NATIONS BEST
\$4476.52 WRIGHT EXPRESS FSC WEX \$5377.50 YAZZIE'S AUTO PARTS INC \$1261.04
MICHAEL B WHITING \$1109.67 NATIONAL BANK \$37386.36 NATIONAL BANK OF
ARIZONA 3040 \$1264.48 APACHE COUNTY HSA \$5627.01 APACHE COUNTY
MEDICAL \$198223.32 APACHE COUNTY TAX WITHHOLDING \$165894.34 ASRS
LEGACY EORP \$11107.92 AZ STATE RETIREMENT SYSTEM \$136911.68
CORRECTIONS OFFICER RET PLAN \$13746.83 CORRECTIONS OFFICER RETIREMENT
PLAN 520 \$1194.61 EORP LEGACY \$3039.91 NATIONWIDE \$3136.57 NATIONWIDE
TRUST FSB \$3008.80 PUBLIC SAFETY PERSONNEL 401 \$15278.91 PUBLIC SAFETY
SHERIFF RET \$10352.61 SUPPORT PAYMENT CLEARINGHOUSE \$1355.38 EMPIRE
MACHINERY \$178695.00 ADVANCED CORRECTIONAL HEALTHCARE INC \$38367.31
AMAZON CAPITAL SERVICES INC \$2183.62 AT&T MOBILITY LLC (FIRSTNET)
\$1494.55 AZ DEPT OF HEALTH SERVICES \$2320.00 B&R TRUCKING \$8280.00
BAUMAN HOME AND AUTO INC (CARQUEST) \$1369.52 BRAD HALL & ASSOCIATES
INC \$51581.76 BREWER LAW OFFICE PLLC \$10500.00 CONTINUANT INC \$1385.22
EBSCO SUBSCRIPTION SERVICES/KWIKBOOST LLC \$2560.01 EMPIRE MACHINERY
\$4488.59 FLEET PRIDE \$1612.50 FX TACTICAL LLC \$1321.26 HAMBLIN LAW OFFICE
PLC \$10500.00 HANCOCK COMPREHENSIVE DENTISTRY \$1198.00 ROBERT JAMES
HIGGINS \$2829.58 HOME DEPOT \$1936.91 INDUSTRIAL WELDING & SUPPLY CO
\$6650.00 INGRAM LIBRARY SERVICES \$6357.65 MANGUM FAMILY TRUST C/O
HOWARD MANGUM \$5674.44 NACO \$1430.00 NAVAJO TRIBAL UTILITY
AUTHORITY \$5493.41 NAVOPACHE ELECTRIC COOPERATIVE \$7326.42 O'REILLY
AUTO PARTS \$2913.62 QUALITY CARQUEST \$1056.52 QUILL CORP \$2839.21 RIGG
LAW FIRM PLLC \$2476.00 SNOWFLAKE SMOKEHOUSE \$3567.97 THOMSON
REUTERS WEST \$2901.61 TRINITY SERVICES GROUP INC \$24299.10 SAMUEL A
WOOD \$1415.91 APACHE COUNTY HSA \$5627.01 APACHE COUNTY MEDICAL
\$197534.34 APACHE COUNTY TAX WITHHOLDING \$177516.20 ASRS LEGACY EORP
\$11107.92 AZ STATE RETIREMENT SYSTEM \$137808.44 CORRECTIONS OFFICER RET
PLAN \$13838.91 CORRECTIONS OFFICER RETIREMENT PLAN 520 \$1271.43 EORP
LEGACY \$3039.91 NATIONWIDE \$3254.20 NATIONWIDE TRUST FSB \$3018.26
PUBLIC SAFETY PERSONNEL 401 \$15278.91 PUBLIC SAFETY SHERIFF RET \$11738.57
SUPPORT PAYMENT CLEARINGHOUSE \$1355.38 THE BANCORP BANK \$195000.00
4IMPRINT \$1250.54 AMAZON CAPITAL SERVICES INC \$13006.38 AZLGEBT \$395130.99
B&R TRUCKING \$7590.00 BAUMAN HOME AND AUTO INC (CARQUEST) \$2431.82
CATERPILLAR FINANCIAL SERVICES CORPORATION \$83089.72 COURTESY
CHEVROLET \$73297.03 CRESCENT ELECTRIC SUPPLY CO \$1007.86 DELL COMPUTER
CORPORATION \$2352.83 DESERT MOUNTAIN CORPORATION \$7135.55 DH PACE
COMPANY INC \$1564.00 ELECTION SYSTEMS AND SOFTWARE \$1733.27 EMPIRE
MACHINERY \$1665.02 LSQ GROUP HOLDINGS LLC \$10776.01 MCKESSON MEDICAL
SURGICAL \$3396.56 ERIC MCNEIL \$1012.00 MYERS ENTERPRISES INC \$4275.00
NAVOPACHE ELECTRIC COOPERATIVE \$10444.25 NORTHWEST INDUSTRIAL
EQUIPMENT INC \$27462.00 OMEGA INDUSTRIAL SUPPLY \$1380.93
PREMIUM PROPANE LLC \$4566.22 PSYCHOLOGICAL AND CONSULTING SERVICES

\$3000.00 QUILL CORP \$1193.22 R JOHN R JOHN LEE ATTORNEY AT LAW \$10500.00 RHINEHART OIL CO \$9104.81 SECURUS TECHNOLOGIES INC \$1252.59 SERVICEMASTER COMPLETE RESTORATION SERVICES \$19190.38 SOUTHWEST DRIVETRAIN SPECIALISTS \$3421.28 ST JOHNS EMERGENCY SERVICES \$1240.33 STANTEC CONSULTING SERVICES \$18251.01 TREAD MASTERS TIRE & LUBE \$3870.87 VERIZON WIRELESS \$1162.66 VIGILANT SOLUTIONS LLC \$103607.40 WAGNER EQUIPMENT CO \$1052.42 LETA HONNIE \$1012.66 MARLENE A TSOSIE \$1012.66 JAY YELLOWHORSE \$2869.88 BLUE HILLS ENVIRONMENTAL \$83811.97 GRANT MANAGEMENT USA \$1160.00

Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process. B. Request approval of minutes dated November 7, 2023, and November 16, 2023. C. Request support and approval of the Northern Arizona Council of Governments (NACOG) Regional Priority List. D. District II: Request approval to create a Logistics & Support Services Manager position (Range 51) and to hire within the salary range. Engineering Department: E. Request approval to purchase a new CAT 150-15AWD through Omnia contact with a trade in and financed for three (3) annual payments of \$112,216 from Caterpillar Financial Services Corporation, utilizing District II funds. County Attorney's Office: F. Request approval to hire a Lead Prosecutor within the salary range. Treasurer's Office: G. Request approval of the Affidavit of Scrivener's Error for parcel 201-26-070. Emergency Management: H. Request approval of Amendment #2 to Grant Agreement HF121-311 between Apache County and the Arizona Department of Forestry and Fire Management extending the end date from December 31, 2023 to June 30, 2024. I. Emergency Management: Discussion and possible approval to contract with Coll Consulting LLC to update five (5) Public Health Emergency Preparedness (PHEP) plans to include the Epidemiological Response Plan, Point of Dispensing (POD) Plan, Volunteer Management Plan, Medical Surge Plan and Fatality Management Plan in the amount of \$54,920 using COVID 19 Workforce Development Grant funds. Community Development: J. Request approval to re-appoint Brad Peterson from Concho to serve on the Planning & Zoning Commission for a 4-year term. K. Request approval to re-appoint Dan Muth from Springerville to serve on the Planning & Zoning Commission for a 4-year term. Vote was unanimous for consent items A-K.

Matt Fish, Community Development Director, requested approval of a contract with Shawn Taylor to provide hearing officer services. **Mr. Shirley moved approval, seconded by Mr. Davis.** Vote was unanimous.

Mr. Patterson presented the item for the possible selection of the Board of Supervisors' Chairman for 2024. **Mr. Davis made the motion to nominate Mr. Shirley as Chairman for 2024, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson presented the item for the possible selection of the Board of Supervisors' Vice Chairman for 2024. **Mr. Davis made the motion to nominate Alton Shepherd as Vice Chairman for 2024, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson presented the item for the possible appointment of a member of the Board of Supervisors to serve on the County Supervisors Association Legislative Policy Committee (LPC) for 2024. **Mr. Davis made the motion to nominate Alton Shepherd, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson presented the item for the possible selection of a member of the Board of Supervisors to serve on the Eastern Arizona Counties Organization (ECO) Committee for 2024. **Mr. Shirley moved to nominate Mr. Davis to serve on the ECO Board for 2024, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson presented the notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance.

- The Coal Transition meeting on December 5, 2023, at 9:00 a.m. at the Apache County School Superintendent's Office, 75 N. 1st West Street, St. Johns, Arizona.
- The Arizona Association of Counties Annual Conference on December 13-15, 2023, at the Sheraton Mesa Wrigleyville West Hotel, 860 North Riverview, Mesa Arizona.
- The Eastern Arizona Counties Organization meeting on December 13, 2023, at 2:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on December 14, 2023, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

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

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

Approved this 2nd day of January, 2024.

Joe Shirley, Jr.
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(date/time stamp)

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

County Manager

Date/Signature:

12/22/27 

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

Request approval of the tax exemption for the St. Johns American Legion Post 31 for parcel 203-38-005, pursuant to ARS 42-11153. The exemption was filed late due to an administrative oversight within the organization.

BOS Meeting Date Requested 1/2/24

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

American legion
Greer DeWitt Post 31
PO Box 837
St. Johns, AZ 85936

Board of Supervisors

Dear Sirs,

During the last year we have had a change in our post adjutant and due to that change in officers we failed to submit our annual Affidavit for Organizational Exemption with the County Assessor's Office. As a result, property taxes in the amount of \$1,548.62 have been assessed on our building. These taxes are quite a burden on our small veterans organization.

We respectfully request that you as the Board of Supervisors, reinstate our exemption for property taxes and abate the assessed taxes for the current year.

Sincerely

A handwritten signature in cursive script, reading "Donald H. Courter".

Donald H Courter
Post Commander
American Legion Post 31

Account	As of Date	Parcel Number	Owner
R0032390	12/27/2023	20338005	AMERICAN LEGION
Legal:	Subdivision: ST JOHNS TOWNSITE POR BLK 50 Block: 50 Lot: 4 Tract: A ST JOHNS TWNS PCL A 53X101X67.4X100' IN LOT 4 BLK 50		
Situs Address:	E		
Year	Tax	Total Due	
2023	\$1,548.62	\$1,548.62	
Total	\$1,548.62	\$1,548.62	

1/2 Nov 1

1/2 May 1

APACHE COUNTY ASSESSOR

Rodger Dahox



P.O. Box 770
75 West Cleveland Street
St. Johns, AZ 85936
(928) 337-7624
Fax: (928) 337-3386

June 6, 2023

Re: 2023 Organizational Tax Exemptions

Dear Property Owner:

It has come to our attention that you have not submitted your renewal application for your Organization Tax Exemption. This application period was from Jan 1 to Mar 1. We do realize that our office did not send out a reminder letter in December of last year, so we are **extending your application time to June 15, 2023.**

For your convenience we have enclosed an Affidavit for Organizational Tax Exemption. Please complete the Affidavit in its entirety. Applications must be signed in the presence of an Assessor staff member or a notary. **Failure to return by June 15, 2023, will result in the removal of your tax exemption.**

If additional properties have been acquired, they may only be added for exemption during this renewal period.

Please provide the following along with your Affidavit.

- ☐ Copy of exempt status letter from the IRS 501 c3
- ☐ Complete Articles of Incorporation
- ☐ Statement of use for each parcel, as well as the purpose of the organization
- ☐ Statement of use for vehicles, with complete vehicle identification number
(Complete Vehicle Identification Number(s) VIN are required for all vehicles)

If you should have any questions, please feel free to contact us at (928) 337-7642.

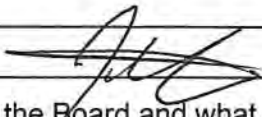
Sincerely,

Apache County Assessor's Office

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

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

Engineering

Date/Signature 12/11/23 

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

Discussion and possible approval to dispose of obsolete printers and supplies from elections dept to other govt agencies.

BOS Meeting Date Requested 1-2-2024

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

circulating stamp

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

Engineering

Date/Signature: 12/19/23 John V

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

Request authorization to purchase a Low Boy Trailer in the amount of \$125,689 utilizing Omnia Contract #212816-01 using District funds.

BOS Meeting Date Requested 1/2/24

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature Jeff White

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

Ph: (800) 843-3324

Fax: (605) 995-6500

www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078

Ph: (800) 762-5557

Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810



To: Apache County
PO Box 1952
Chinle, Arizona 86503

Attn: Derrick Yazzie

Phone:

Fax:

Email: dyazzie@co.apache.az.us

PO #:

Issued:

Quote #: TK-83110.00

Ref: TK102HDG - Apache County

Contact: Mike Shannon

Phone: 602-627-5701

Fax:

Email: Mike.shannon@empire-cat.com

Est. Pending

Comp.

Expires: January 18, 2024

FOB: Factory

TK102HDG Advantage Plus Hydraulic Detachable 102,000 Lbs in 12 feet

10002-102HDG AdvPlus

10002-Base

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
10002	Open Deck	TK102HDG Advantage Plus Hydraulic Detachable 102,000 Lbs in 12 feet			\$104,603	\$104,603
10004	Gooseneck	10' 7" gooseneck length (16" KP setting with 82" swing) hydraulic detachable gooseneck				
10014	Gooseneck	Dual hydraulics with diverter valve (includes 389cc Honda SCU and PTO hydraulics)			\$5,323	\$5,323
14223	Gooseneck	7-position gooseneck height adjustment +3"/-7" (N/A on paver style)				
14553	Gooseneck	Hydraulic gooseneck support arm				
14554	Gooseneck	Air-activated, positive self-locking pin				
18513	Gooseneck	Gooseneck arched for increased truck fender clearance				
14555	Fifth Wheel / King Pin	50" 5th wheel height				
10017	Deck Length	24" loaded deck height, 8" ground clearance				
10018	Deck Length	25' 9" deck length				
10027	Deck Width	102" deck width				



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

Ph: (800) 843-3324

Fax: (605) 995-6500

www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078

Ph: (800) 762-5557

Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810



10028	Deck Width	Full-width deck - 4 beam main frame construction		
14632	Main Deck	I-beam crossmembers on 24" centers		
14633	Main Deck	4" stubs between crossmembers in outer bays for 12" centers in outer bays		
14634	Main Deck	Triangle cut-outs on deck beams and bolster		
14635	Main Deck	Knuckle trough at rear of deck - 72" long, covered with 1/4" steel		
10037	Wheel Area	Fixed wheel area - includes front half bolster		
10073	Wheel Area	Load-bearing removable tapered wheel covers	\$6,615	\$6,615
14280	Wheel Area	10ga. Steel boom plates bolted in boom trough		
14636	Wheel Area	Full depth open boom trough with lowered crossmembers between axles in wheel area		
14250	Decking	1 3/4 Apitong decking (raised)		
14314	Tie Downs	14 bent-style D-rings on deck		
17738	Tie Downs	2 straight D-rings mounted at rear of WA on top flange		
14257	Outriggers / Side Extensions	Swingout outriggers, with pullout HD outrigger at front, double swingouts at center, and 4' storage pan		
14639	Outriggers / Side Extensions	Outrigger Planks Loose		
14252	Ramps	Front ramps (31" std deck, 42" tapered deck, N/A on rail deck)		
14133	Suspensions / Axles	25,000-lb. (5/8" wall) axles (per complete axle)	3	
14284	Suspensions / Axles	Air suspension control panel in end of bolster ahead of rear axle		
14641	Suspensions / Axles	3rd axle air lift with dual ride height control		
14642	Suspensions / Axles	Raising/lowering air control panel (includes liquid filled air gauge)		
14672	Suspensions / Axles	Air ride suspension		



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301
Ph: (800) 843-3324
Fax: (605) 995-6500
www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078
Ph: (800) 762-5557
Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810



14757	Suspensions / Axles	Wheel end lube - Oil		
10050	Axle Spacing	55" axle spacing (no additional axle reinforcement)		
10057	Brakes	No ABS with Spring brakes (1st and 2nd axles)	\$438	\$438
14135	Brakes	16 1/2" x 7" Air Drum Brakes with automatic slack adjusters (for 22.5 wheels) (per complete axle)		
14138	Hub / Drum	Steel hub piloted, Cast drum, Tapered (D) spindle (per complete axle)	3	
12849	Wheels (inside)	8.25 x 22.5 10-hole steel disc wheel	6	
12849	Wheels (outside)	8.25 x 22.5 10-hole steel disc wheel	6	
10058	Spare Wheel	No Spare Wheel		
16219	Tires	Continental 255/70R22.5 HSR2 SA - 16 ply (tire only) (per tire)	12	
10059	Spare Tires	No SpareTire		
14759	Flaps, Mud Guards & Fenders	Mudflaps		
14311	Lights / Electrical	One pair of 4" round quad flash amber strobes at rear w/ switch mounted on drivers side rear bolster ILO 3rd tail light package	\$197	\$197
14648	Lights / Electrical	Grote LED Lights		
14649	Lights / Electrical	7-pole electrical connector		
17498	Lights / Electrical	Oval penny side marker lights and (3) oval penny ID lights at rear of wheel area		
18228	Lights / Electrical	No remote flasher w/ battery backup		
18230	Lights / Electrical	Center cluster lights illuminated with marker lights		
14650	Flagholders	Flagholders, front of deck and rear of trailer		
14765	Miscellaneous	Wide load sign brackets		



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08024	Paint	S7203 Black with white decals
17866	Paint	Zinc-rich primer
18508	Paint	Red & White conspicuity markings
18726	Lights / Electrical	Grote sealed electrical harness system

Section Total: **\$117,176.00**

10002-Additional Options

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
14224	Tie Downs	1 pr straight d-rings on rear flange of gooseneck riser section			\$73	\$73
14260	Tie Downs	Additional bent d-rings to fill out deck			\$307	\$307
14261	Tie Downs	2 pr bent d-rings in knuckle trough			\$229	\$229
14262	Tie Downs	2 pr bent d-rings in wheel area transition (East Coast style WA only)			\$219	\$219
14263	Tie Downs	1 pr straight d-rings located above each crossmember in wheel area (East Coast style WA only)			\$214	\$214
14256	Ramps	Spring assist option for front ramps			\$180	\$180
10062	Lights / Electrical	4-pole socket wired to clearance light			\$93	\$93
17492	Miscellaneous	Removable folding aluminum oversized load sign with brackets			\$1,091	\$1,091
08569	Miscellaneous	DOT Inspection			\$147	\$147

Section Total: **\$2,553.00**

TOTALS

Total: **\$119,729.00**

Omnia Contract #212816- (\$8,381.03)
01 (7%):

Freight: **\$4,500.00**

State Sales Tax (8.3%): **\$9,615.38**

Document Fee: **\$225.00**



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Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810



Total Unit Sale Price: \$125,688.35

Quantity of Units: 1

Total Sale Price: \$125,688.35

Net Due: \$125,688.35

Prices in US Dollars

Sign Here: _____

Date: _____

** Freight charge to be determined at time of shipment.**

Approved change orders will be subject to a change order fee.

Terms and Conditions

- Prices effective 2/14/2022. Prices and specs subject to change without notice.
- Order pricing and specifications finalized at 16 week window.
- All orders and terms subject to credit approval.
- Federal Excise Tax calculated on selling price to non-exempt end user.
- Non-Standard production units require 20% down payment.
- Fifth-wheel trailers may require 10% down payment to secure production slot.
- Promised Date subject to change under following conditions:
 1. Change in customer credit status.
 2. Approval drawing not signed promptly.
 3. Down payment not received promptly.
 4. Customer change order modifying design, manufacturing or sourcing time.



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THE COMPLETE TRAILER LINE MANUFACTURER

TRAIL KING INDUSTRIES, INC. LIMITED WARRANTY POLICY

WARRANTY:

Trail King Industries, Inc. warrants that trailer model: _____, Serial number: _____ (herein-after referred to as "Equipment") manufactured by Trail King Industries will be free from defects in materials and workmanship, provided that the Equipment warranted hereunder is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.

Trail King Industries' sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted Equipment, which shall be returned to Trail King Industries' factory location or authorized service facilities and then Trail King Industries' examination shall disclose to its satisfaction to have been defective; provided, however, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such defective Equipment is returned by the purchaser to a Trail King Industries location authorized by the Warranty Department of Trail King Industries with transportation and freight charges prepaid within fifteen (15) days after discovery of defective conditions.

The customer shall not be required to deliver defective Equipment to Trail King Industries if the Equipment was destroyed as a result of defect covered in this warranty and the Trail King Industries Warranty Department is reasonably satisfied that the Equipment was defective at the time of the sale.

All labor and parts warranty must be authorized by Trail King Industries Warranty Manager. Failure to do so will result in no warranty payment of any kind.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TRAIL KING INDUSTRIES.

Components supplied by other manufacturers shall be warranted under the following schedule:

I.	Axles, Suspensions, Landing Gear, Wheels, Rims, Hubs Hydraulic Valve Body	One Year 100%
II.	Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Paint, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, Floor Plastic, Plastic Liners, Rubber Flaking	Six Months 100%
III.	Tires, Tubes and Engines	Warranty claims must be made directly to component suppliers
IV.	Wood Components	0%

Trail King Open Deck Series & Van Chassis (i.e. Medical Chassis)

Trail King Industries shall bear that portion of the cost of repairing or replacing the main beams, (The two beams running from front to back that both the upper coupler and the suspension are connected to) found to be defective under the following schedule: This excludes all parts that may be bolted, welded or otherwise attached to the main beams.

Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
All other Trail King manufactured components		One Year 100%		

Trail King Dump Series:

Bottom Dump, Side Dump, Half Round Trailers, and Steel Tub End Dumps:	
All Trail King manufactured components	One Year 100%

(continued...)

TRAIL KING Industries, Inc. • P.O. Box 1084 • Mitchell, SD 57301-7084 USA • 800-843-3324 • Fax: 605-995-4727 • www.trailking.com



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

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(continued from front...)

Trail King Pneumatic Bulker Series:

All Trail King manufactured components
Frame, Struts, Vessel

One Year 100%

Year 1 – 100% Year 2 – 75% Year 3 – 50%

Trail King Live Bottom Series:

The period of warranty is set forth as follows

Construction Live Bottom Trailers, 5-Star Trailers, and Advantage Ag Trailers (Continuous Belt):

I.	Gear box, Motor and Drive Shaft, and Individual Chain Strands Only				
		Year 1 – 100%	Year 2 – 75%	Year 3 – 50%	Year 4 – 25%
II.	Trail King manufactured components.	Year 1	100%		
	This excludes all hopper sheets.	Year 2	75%		

Aluminum Super Hi-Lite and Advantage Ag Trailers (Segmented Belt):

I.	Chain, Gear box, Motor and Drive shaft.	Year 1	100%
II.	Components Manufactured by Trail King.	Year 1	100%
		Year 2	75%

All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. This warranty excludes such parts or accessories which are not defective, but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than TRAIL KING or one of its authorized dealers. (Tire Warranties are expressly excluded from Trail King Industries' warranty herein.) Purchaser is expected to pay all repairs or replacement costs, in connection with this Agreement, including sales and other taxes immediately upon completion of work performed.

LIMITATION OF LIABILITY: Trail King Industries shall not be liable to purchaser for any incidental or consequential damages suffered by the purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Trail King Industries, any loss of or damage to any cargo loaded or shipped in or on Equipment, loss of anticipated profits, transportation expenses due to repairs, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage or loss of any nature arising at any time or from any cause whatsoever.

LIMITATION OF REMEDY: In the event of Trail King Industries' failure to repair the Equipment subject to the warranty contained herein, the purchaser's sole and exclusive remedy against Trail King Industries shall be for the repair or replacement of any defective part or parts of Equipment subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Trail King is willing and able to repair or replace defective parts in the prescribed manner.

January 2011

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

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

Engineering

Date/Signature 12/19/23 John [Signature]

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

Discussion and possible approval to purchase a new 2024 XL Specialized XL80 slide axle transport trailer through Omnia contract 212816-01 using DIST 3 funds

BOS Meeting Date Requested 1/2/24

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: [Signature]

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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



EMPIRE TRUCK AND TRAILER
 840 N. 43rd Avenue
 Phoenix, AZ 85009
 602-627-5721 / Phone
 602-627-5719 / Fax
 www.empirecat.com

Quote-Sales Order

Customer:

Apache County

Date: 12/18/23

Quote: -

Contact: John Harris

Phone:

Fax: -

Cell: -

Email: jharris@co.apache.az.us

Quote Expires: 01/18/24

Est. Delivery Date:

This Sale Is FOB: Phoenix, AZ

Stock # T102835

Qty	Description	Unit Price	Extension
1	New 2024 XL Specialized XL80 Slide Axle		119,310.00
	Vin# 4U3A0512XRL023000		
	See attached specifications		
	Freight		4,500.00
			-
			-

John Harris

Apache County

Apache County

Date

Empire Truck and Trailer

Salesperson

Mike Shannon

Greg Smith

Date

Empire Truck and Trailer

Approved

Date

Order requires approval by manager of selling firm.

Subtotal \$ 123,810.00

Omnia Contract 212816-01 (5%) (\$5,965.50)

Trade-In Value \$ -

State Sales Tax (8.3%) \$ 9,781.09

Doc Fee \$ -

Prep Fee \$ -

License Fee \$ -

Down Payment \$0.00

Total \$ 127,625.59

AZ Form 5000 is required before release of equipment on all tax exempt sales.

Dealer is not responsible for factory lead time changes and/or delays. License to be determined at delivery time.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: After Dec 7/2023 Matt Fite

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

Consent Agenda – Request approval to re-appoint Bobby Fite from Alpine to serve on the Planning & Zoning Commission for a 4-year term.

BOS Meeting Date Requested: January 2, 2024

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature:

Dec 7/2023

Usha Fin

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

Consent Agenda – Request approval to re-appoint Kay Hauser from St. Johns to serve on the Planning & Zoning Commission for a 4-year term.

BOS Meeting Date Requested:

January 2, 2024

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Dec/13/2023 Martina J. J.

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

NOTIFICATION – 2024 Planning & Zoning Commission public hearing and working lunch session schedule.

Elected Chair, Dan Muth and Vice-Chair, Oscar Miranda

BOS Meeting Date Requested January 2, 2024

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Dan Muth
Chairman
District II
Springerville, AZ

Oscar Miranda
Vice-Chairman
District II
Alpine, AZ

PLANNING AND ZONING COMMISSION OF APACHE COUNTY

P.O. Box 238
St. Johns, Arizona 85936

TELEPHONE: (928) 337-7526
FACSIMILE: (928) 337-7633



Matthew Fish
Community Development Director
St. Johns, AZ 85936

PUBLIC NOTICE

A.R.S. § 38-431.02(F)

Apache County Planning and Zoning Commission meetings are normally held the first Thursday of each month *with the exception of the July meeting will be held on the second Thursday, July 11, 2024. The public meetings will begin at 1:00 p.m. (MST) with a working lunch session beginning beforehand at 12:00 p.m. Meetings are held in the Apache County Board of Supervisors meeting room, County Annex Building, 75 W. Cleveland Street, St. Johns, AZ.

Notice is hereby given to the members of the Apache County Planning & Zoning Commission and the general public that the Apache County Planning & Zoning Commission will hold regular meetings on the following dates in 2024:

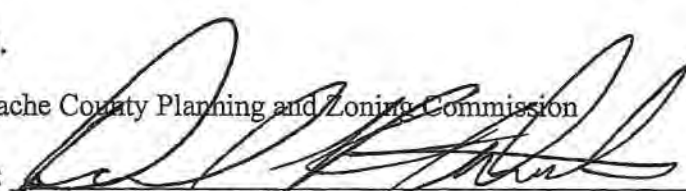
January 4, 2024
February 1, 2024
March 7, 2024
April 4, 2024
May 2, 2024
June 6, 2024
*July 11th
August 1, 2024
September 5, 2024
October 3, 2024
November 7, 2024
December 5, 2024

A.R.S. § 38-431.02(G) Notice of all regular and special meetings will be posted at least twenty-four (24) hours prior to the meetings at the County Courthouse and the County Annex Building, St. Johns, Arizona and on the county website at apachecountyaz.gov.

A.R.S. §38-431-02(H), the public will have physical access to the meeting room thirty (30) minutes prior to the start of the meeting.

DATED this 7th day of December 2023.

Apache County Planning and Zoning Commission

By: 

Chairman of the Commission

Persons with a disability may request reasonable accommodation, such as a sign language interpreter, by contacting the Community Development department at 928-337-7526. Requests should be made as early as possible to arrange the accommodation.

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: Dec/13/2023 Martin Hill

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

NOTIFICATION –Board of Adjustment & Appeals 2024 public hearing schedule. Elected Chair Michael Bragiel
and Vice-Chair ~~Mackey~~ Trickey.

Mackey

BOS Meeting Date Requested January 2, 2024

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

**BOARD OF ADJUSTMENT AND APPEALS
OF APACHE COUNTY**

Michael Bragiel
Chairman
Greer, AZ

Macky Trickey
Vice-Chairman
Nutrioso, AZ

P.O. Box 238
St. Johns, Arizona 85936

TELEPHONE: (928) 337-7526
FACSIMILE: (928) 337-7633



Matthew Fish
Community Development Director
St. Johns, AZ

PUBLIC NOTICE

A.R.S. § 38-431.02(F)

Apache County Board of Adjustment and Appeals meetings are normally held the second Wednesday of the month. The public meetings will begin at 11:00 a.m. (MST). Meetings are held in the Apache County Board of Supervisors meeting room, County Annex Building, 75 W. Cleveland Street, St. Johns, AZ.

Notice is hereby given to the members of the Apache County Board of Adjustment and Appeals and the general public that the Apache County Board of Adjustment and Appeals will hold regular meetings on the following date(s) in **2024**:

December 11, 2024

A.R.S. § 38-431.02(G) Notice of all regular and special meetings will be posted at least twenty-four (24) hours prior to the meetings at the County Courthouse and the County Annex Building, St. Johns, Arizona and on the county website at co.apache.az.us.

A.R.S. §38-431-02(H), the public will have physical access to the meeting room thirty (30) minutes prior to the start of the meeting.

DATED this 13th day of December 2023.

Apache County Board of Adjustment and Appeals

By: _____

M Bragiel
Chairman of the Board

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Community Development department at 928-337-7526. Requests should be made as early as possible to arrange the accommodation.

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

Elections Department

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

Discussion and possible approval based on the recommendation of the Democratic Party County Chair, Priscilla Weaver, determined vacancies exist in the office of precinct committeeman and appoint Verma Y Francisco, for the Teec Nos Pos Precinct and Rapheal Begay for the Window Rock Precinct

BOS Meeting Date Requested January 2, 2024

Legal Review: Sent to Attorney's Office

Alt Pk

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: Craig 12/21/23

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

Recorder: Request authorization to eliminate the positions of Clerk (Range 24) and Administrative Specialist (Range 30) and create the position of Administrative Assistant III (Range 34). This will not change the FY24 budget.

BOS Meeting Date Requested: June 6, 2022

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature [Signature]

Other Review: _____

Signature _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

datetime stamp

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

Date/Signature:

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

Human Resources: Request authorization to adjust the salaries of the Justices of the Peace in accordance with A.R.S. §22-125.

BOS Meeting Date Requested: January 2, 2024

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

(date/time stamp)

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

Christopher McCarthy, Commander, Apache County Jail

Date/Signature: December 18, 2023

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

Discussion and possible approval to change the rehire eligibility status for previous employee Kayla Hall to "eligible for rehire."

BOS Meeting Date Requested: January 2, 2024

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

Presiding Superior Court Judge, Michael Latham

Date/Signature: _____

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

Pursuant to A.R.S. §§12-121 & 12-144, the Superior Court requests approval for (1) the re-appointment of Judge Garrett Whiting, as full-time Superior Court Judge Pro Tempore, and (2) Re-Appoint the following judge as a part-time judge: Robert Higgins. The appointments shall begin July 1, 2024, and end June 30, 2025.

BOS Meeting Date Requested 01/02/2024

PRE-AGENDA ITEM REVIEW

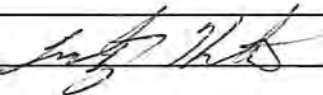
Legal Review: _____

Signature



Finance Review: _____

Signature



Human Resources Review: _____

Signature

Other Review: _____

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Michael Latham, Presiding Judge

Date/Signature: _____

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

Request approval for the Amendment to the Interagency Agreement Between Arizona Department of Child Safety, The Arizona Supreme Court. Administrative Office of the Courts and Apache County, contract number DC20-000033. The Amendment allows Apache County to use title IV-E funds to cover the associated costs of independent legal representation for a qualified child in foster care.

BOS Meeting Date Requested January 2, 2024

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

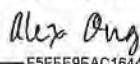
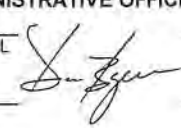
Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



Arizona Department of Child Safety
Interagency Service Agreement (ISA)
CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) Arizona Supreme Court, Administrative Office of the Courts 1501 W. Washington St #411 Phoenix, AZ 85007	2. CONTRACT ID NUMBER DC20-000033 3. AMENDMENT NUMBER THREE (3)
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Pursuant to section 9, AMENDMENTS of the original Agreement, this amends the Agreement dated January 3, 2023. The following section 7.1.19 is replaced in its entirety to update the date as follows: Provide DCS an anticipated projection of allowable costs by June 15th, to be claimed the following federal fiscal year. The actual transfer amount will depend on county expenditures that qualify for FFP under Title IV-E.	
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT. THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH WHEN EXECUTED AND DELIVERED SHALL CONSTITUTE A DUPLICATE ORIGINAL, BUT ALL COUNTERPARTS TOGETHER SHALL CONSTITUTE A SINGLE AGREEMENT.	
6. ARIZONA DEPARTMENT OF CHILD SAFETY DocuSigned by:  F5FFE9EAC164451... Alex Ong, Deputy Director of Administration DATE 11/28/2023 6:52 AM MST	7. NAME OF CONTRACTOR ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS SIGNATURE OF AUTHORIZED INDIVIDUAL  TYPED NAME David K. Byers, Director DATE 12/01/2023 8. APACHE COUNTY SIGNATURE OF AUTHORIZED INDIVIDUAL TYPED NAME Ryan Patterson, County Manager DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

Submitter's Name: Apache County Sheriff's Office

Date/Signature: 12-25-2023 Roscoe Herrera

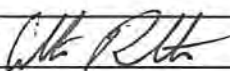
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to accept an addendum to the current Law Enforcement Support Office
Program State Plan of Operation (SPO). This addendum adds a controlled property definition currently
established in the 2021 SPO for counter-drug/counter-terrorism and disaster-related emergency preparedness.

BOS Meeting Date Requested January 2, 2024

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



APPROVED

By Deborah Smith at 8:25 am, Sep 07, 2022

**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

GPL

August 15, 2022

**MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM
PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)**

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

- a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee) and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).
- b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive "controlled" property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF "CONTROLLED" PROPERTY This SPO Addendum adds the below items to the "controlled" property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of "controlled" items in their annual equipment list review. Provisions within the 2021 MOA applicable to "controlled" property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the "controlled" property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as "controlled" property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEKG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

- a) *Manned Aircraft, Fixed Wing:* Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).
- b) *Manned Aircraft Rotary Wing:* Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).

d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).

e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

f) *Command and Control Vehicles*: Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).

h) *Explosives and Pyrotechnics*: Includes "flash bangs" as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).

i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).

j) *Riot/Crowd Control Batons*: Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or "stun" capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets*: Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields*: Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application*- LRADs are capable of directing sound over great distances at extreme volume in more geographical precision than an ordinary speaker. Certain LRAD capabilities which are aimed at dispersing individuals or groups as a kinetic use-of-force shall not be used. Examples of LRAD capabilities that shall not be used include (but are not limited to) attention commanding alert tones, powerful warning tones and/or deterrent tones.

i) *Authorized uses*- LRADs may only be utilized as a public address system for commercial purposes. Any other use is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with LRADs must certify that the LRAD is utilized exclusively as a public address system for commercial purposes. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify the LRAD is being used in an authorized manner must return LRAD(s) to DLA Disposition Services.

b) *Vehicles that do not have commercial application*- This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses*- EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow "reasonable opportunity to review" (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff's who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General's Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as "Campus Police" or "Campus LEAs" must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the "reasonable opportunity to review" (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements. LEAs shall:

a) Provide information regarding the size of the region, including the number and size of the LEA with access to the requested controlled property and the estimated population served.

b) Ensure any controlled property providing support in a regional sharing agreement is utilized in accordance with the LESO Program SPO and this SPO Addendum.

c) Ensure that only LESO Program participants within the regional sharing agreement utilize the controlled property. Agencies/activities who are not LESO Program participants may not utilize or direct the use of controlled property obtained via the LESO Program.

d) Obtain SC/SPOC approval to temporarily conditionally loan property to another LESO Program participant within the regional sharing agreement (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

i) The LESO Program participant with controlled property on their inventory must certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan:

(1) Has adopted requisite protocols (in Section 6 below) or will adopt those protocols before their personnel use the controlled property,

(2) Have provided requisite training (in Section 7 below) or will provide that training before their personnel use the controlled property, and

(3) Will adhere to the information collection and retention requirements (in Section 8 below).

ii) The LEA conditionally loaning the controlled property will remain accountable to the LESO Program to ensure the above provisions are met.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing-* LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of "significant incidents" (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement*- LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR "SIGNIFICANT INCIDENTS" LEAs must collect and retain the information (described below) when any law enforcement activity involves a "Significant Incident" which requires (or results in) the use of controlled property on the LEAs inventory. A "Significant Incident" is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a "Significant Incident" for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for "Significant Incident" reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.

- ii) Description of the LEA action/operation involving the controlled property.
- iii) Identification of LEA personnel who used and directed the use of the controlled property.
- iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).
- v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

- a) Certify they have authorization from their CGB to participate in the LESO Program.
- b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.
 - i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.
 - ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.
- c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.
- d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements).
- e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.
- f) (*LEAs with LRADs*) Certify that the LRAD is utilized exclusively as a public address system for commercial purposes.
- g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.
- h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.
- i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.
- j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan: 1) Have adopted requisite protocols in (as described in Section 6) or will adopt those protocols before their personnel use the controlled property, 2) Have provided requisite training (as described in Section 7) or will provide that training before their personnel use the controlled property, and 3) Will adhere to the information collection and retention requirements (as described in Section 8).

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of ARIZONA

Title (Print): AZ LESO STATE COORDINATOR

Name (Print): MATT Van Camp

Signature (Sign):  Date MM/DD/YYYY: 8-23-2022

Law Enforcement Agency Name: _____

Chief Law Enforcement Official (CLEO) Title (Print): _____

Name (Print): _____

Signature (Sign): _____ Date MM/DD/YYYY: _____

State Plan of Operation (SPO) between:**THE STATE OF ARIZONA and the**
(State/United States Territory)

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disposition Services LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLA 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

A. Operational Authority

- a. The Governor of the State of Arizona has appointed Matt Van Camp as the State Coordinator in writing with a effective date of May 26th 2015 to implement this program statewide as well as conduct management and oversight of this program. The Tonto Apache Tribal Police Department provides funding / budgeting to administer this program. The LESO program is a division of the Arizona Public Safety Procurement Program or the AZPSPP.

B. Membership Fee

- a. The AZPSPP may institute a membership fee to cover administrative costs associated with managing the LESO program. The AZPSPP uses a budget year of July 1st thru June 30th as it's yearly cycle. Membership fees are due after July 1st of the current year. The AZPSPP currently has a \$250.00 per year membership fee for each participating agency. Membership fees can be paid by check to the Tonto Apache Tribal Police Department LESO Program by Mail at 30 Tonto Apache Reservation Payson, AZ 85541.
- b. The provided funding is used to support the mandates in this plan for Program Compliance Reviews (PCR'S) and customer service. This includes computer / telephone assistance and physical visits to the LEA for training.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

- a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose

of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

- i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).
 - ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
 - iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.
- b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S. Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.
- c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.
- d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.
- e) LESO reserves the right to recall property issued to a State/LEA at any time.
- f) General use of definitions/terms:
- i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.
 - ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.
 - iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.
- (1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program. If the LEA's policy allows for disposal of DEMIL "A" and "Q6" property by sale or auction, all funds generated by the sale of DoD acquired property will be restricted for the LEA's use only. It cannot be transferred to the General Fund of the LEA's parent Governing body's budget. DoD acquired property will be fully utilized or offered to another program participant by the LEA prior to disposal. DoD property will not be acquired to supplement the LEA's budget.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped. All usable/repairable DEMIL "A" and "Q6" property that was obtained from the LESO program will be offered to other State, Local or Federal participants of the LESO program through the State Coordinators Office prior to being disposed of per agency policy. A Photo and description of the item shall be emailed to the State Coordinators Office for dissemination to all Arizona participants of the program. After 15 days of being offered to other program participants, the LEA may follow their agencies policy for disposal.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item(s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Matt Van Camp Tonto Apache Tribal Police Department

State Point of Contact (SPOC): Larry Hall Buckeye Police Department 623-695-0418

State Point of Contact (SPOC): _____

State Point of Contact (SPOC): _____

ii) SC/SPOC Facility Information:

Physical Mailing Address: 30 Tonto Apache Reservation Payson, AZ 85541

Email: AZ1033/1122@paysonaz.us

Phone Number: CELL 928-595-4020 / 928-978-0010 Office 928-468-1050

Website: _____

Hours of Operation: Monday thru Friday 8:00 AM to 5:00PM Hours could vary based on work assignments.

iii) Funding to administer the LESO Program at the State-level is provided via:

Tonto Apache Tribal Police Department

30 Tonto Apache Reservation Payson, AZ 85541

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

- a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.
- b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.
- c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.
- d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.
- e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.
- f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

9) PROPERTY ALLOCATION

a) The LESO shall:

- i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.
- ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.
- iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

- (1) Robots: one (of each type) for every ten officers (full-time/part-time).
 - (2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).
 - (3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.
 - (4) Small arms: one (of each type) per officer (full-time/part-time).
- (a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

- (b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
- 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

- i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.
- ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

- a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.
- b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.
- c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.
- d) Small arms:
- i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.
 - ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.
 - iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.
 - iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.
 - v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm.

Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general

- property to include non-controlled property (DEMIL code A and Q6).
 - vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).
 - vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.
 - (1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.
 - (2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.
 - (3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.
 - viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.
- b) The State shall:
- i) Assist the LESO as required, prior to, during and upon completion of the PCR.
 - ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.
 - iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.
 - iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.
 - v) Coordinate the use of any ECR with the LESO prior to the PCR.
 - vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.
 - vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).
 - (1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.
 - (2) The State-level (internal) PCR will include, at minimum:
 - (a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.
 - (b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period. In the State of Arizona, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO.

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to): 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). Suspension-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. Termination-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. Restricted Status-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CFR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq.) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: Arizona

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Chief Law Enforcement Official (CLEO) (or designee): _____

Title (Print): _____

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____

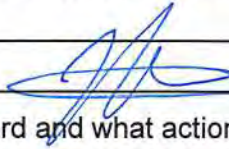
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Engineering

Date/Signature: December 12th 2023



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

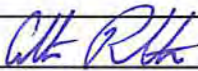
Discussion and possible abandonment of Ingress and Egress between parcels 107-55-005, 107-55-006, 107-55-009 & 107-55-010

BOS Meeting Date Requested January 2, 2024

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

Resolution #2024-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA,
ABANDONING ROADWAY EASEMENTS BETWEEN PARCELS:**

107-55-005, 107-55-006, 107-55-009, 107-55-010

WHEREAS, a request has been made by Vipul R. Singh that the Apache County Board of Supervisors abandon ingress and egress roadway easements (hereinafter "Roadways") in Section 29, Township 11 North, Range 25 East of Dutch Mountain Ranch Unit One, Apache County, Arizona as it is recorded in the records of Apache County Land Surveys Book 5, Page 170, (2 of 4); and

WHEREAS, said Roadways are currently public easements for the use of the public; and

WHEREAS, said Roadways are between lots #5, #6, #9, and #10, which are owned by one owner being: Vipul R. Singh; and

WHEREAS, pursuant to A.R.S. §§ 28-7214 and 28-7215, a governing body of a county may extinguish easements by the governing body's resolution, and the governing body may do so without compensation if it determines the public roadway has no public use; and

WHEREAS, said Roadways are not used to access surrounding parcels and therefore do not have a public use, and the application should be granted.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Apache County, Arizona that the roadway easements surrounded by lots #5, #6, #9, and #10 as described in **Exhibit "A"** are hereby abandoned and extinguished for roadway purposes.

BE IT FURTHER RESOLVED THAT in accordance with the legal descriptions in **Exhibit "A"**, all the right, title, claim, and interest of the County of Apache and the public in said Roadways is hereby conveyed to the owner of the abutting land, Vipul R. Singh. Said Roadways are surrounded by lots #5, #6, #9, and #10 being 60' wide and a total of 4995.43' in length, plus or minus. The Legal Description of said Roadways is attached hereto as **Exhibit "A."**

BE IT FURTHER RESOLVED THAT Apache County Board of Supervisors hereby abandons the roadways and extinguishes the easements without compensation from the owner pursuant to A.R.S. §§ 28-7208, 28-7214, and 28-7215.

APPROVED AND ADOPTED by the Apache County Board of Supervisors this 2nd day of January 2024.

APACHE COUNTY BOARD OF SUPERVISORS

ATTEST:

Dr. Joe Shirley Jr.
Chairman of the Board

Ryan Patterson
County Manager – Clerk of the Board

EXHIBIT "A"

Abandonment

Public roadway easements:

The south and east 30 feet of Lot 5, excluding the west 30 feet of the south 30 feet, and the north 30 feet of the east 30 feet;

The south and west 30 feet of Lot 6, excluding the east 30 feet of the south 30 feet, and the north 30 feet of the west 30 feet;

The north and west 30 feet of Lot 9, excluding the east 30 feet of the north 30 feet, and the south 30 feet of the west 30 feet;

The north and east 30 feet of Lot 10, excluding the west 30 feet of the north 30 feet, and the south 30 feet of the east 30 feet;

Of Dutch Mountain Ranch Unit One, Section 29, Township 11 North, Range 25 East, Gila and Salt River Base and Meridian, Apache County, Arizona, as recorded in Apache County Records, Book 5 Land Surveys, Page 170 (2 of 4).



APACHE COUNTY ENGINEERING DEPARTMENT

APPLICATION FOR

Received
8.31.23
20
Hold - 9.26.23
to change
mind

_____ Right-of-Way Abandonment

✓ _____ Easement Extinguishment

Case No. _____

Date: AUGUST 22, 2023

DESCRIBE REASON FOR REQUEST <u>TO BE ABLE TO FENCE</u> <u>EASIER LOTS 1075505, 06, 09, 10</u>
--

Applicant: VIPUL R. SINGH Phone No.: 480 283 7155
Mailing Address: 12604. S. 41ST STREET
City: PHOENIX State: AZ Zip Code: 85044

LOCATION INFORMATION:	
LEGAL DESCRIPTION: Section <u>29</u> Township <u>11</u> North, Range <u>25</u> East	
Assessor's Parcel Number: <u>107 - 55 - 005/006/009/010</u>	
Location (general) <u>DUTCH MOUNTAIN RANCH</u> Right-	
of-Way/Easement Width and Length: <u>SEE ATTACHMENT 7</u>	
Name: _____	

Please submit the following with your application:

- COPY OF RECORDED DEED FOR THE PROPERTY
- DESCRIPTION OF RIGHT-OF-WAY/ EASEMENT
- APPLICATION FEE \$500.00
- ☒ RETURNED RECEIPTS FROM AFFECTED PROPERTY & UTILITY OWNERS

Form 1A

APACHE COUNTY ROAD ABANDONMENT POLICY

Public roads within Apache County may only be abandoned by the Board of Supervisors if those roads have been properly dedicated to the general public and properly accepted by the Board or by the public. Proper dedication and acceptance means that the dedication and acceptance were accomplished pursuant to Arizona law or the common law. The Board of Supervisors lacks authority to abandon any public road which is not properly dedicated or accepted and will decline to abandon those roads. Any person or persons desiring the Board to abandon a public road must sufficiently prove to the County Engineer and County Attorney that proper dedication and acceptance has been made, prior to any abandonment of a public road.

Record of Survey
Sheet 2 of 4 Sheets



EASEMENTS
IN RED BETWEEN
Lots 5, 6, 9, 10
To be Extinguished



Baldwin Drywall Co.
P.O. Box 251, Shaw Lco., AL
(602)-537-5939
Pinpoint (Swat) System

EASEMENT DISCRIPTION

All the easements are inside the 4 parcels of land owned by me.

There are no roads or utilities on these easements and they do not connect to any other neighbors

1. Easement between parcel 107-55-005 and 107-55-006 ;

Width is 60 feet, length is 1271.69 feet / $N 02^{\circ} 28' S 7^{\circ} E$

2. Easement between parcel 107-55-006 and 107-55-009

Width is 60 feet, length is 1284.00 feet / $S 00^{\circ} 68' 49'' W$

3. Easement between parcel 107-55-009 and 107-55-010

Width is 60 feet, length is 1221.03 feet / $N 00^{\circ} 02' S 7' W$

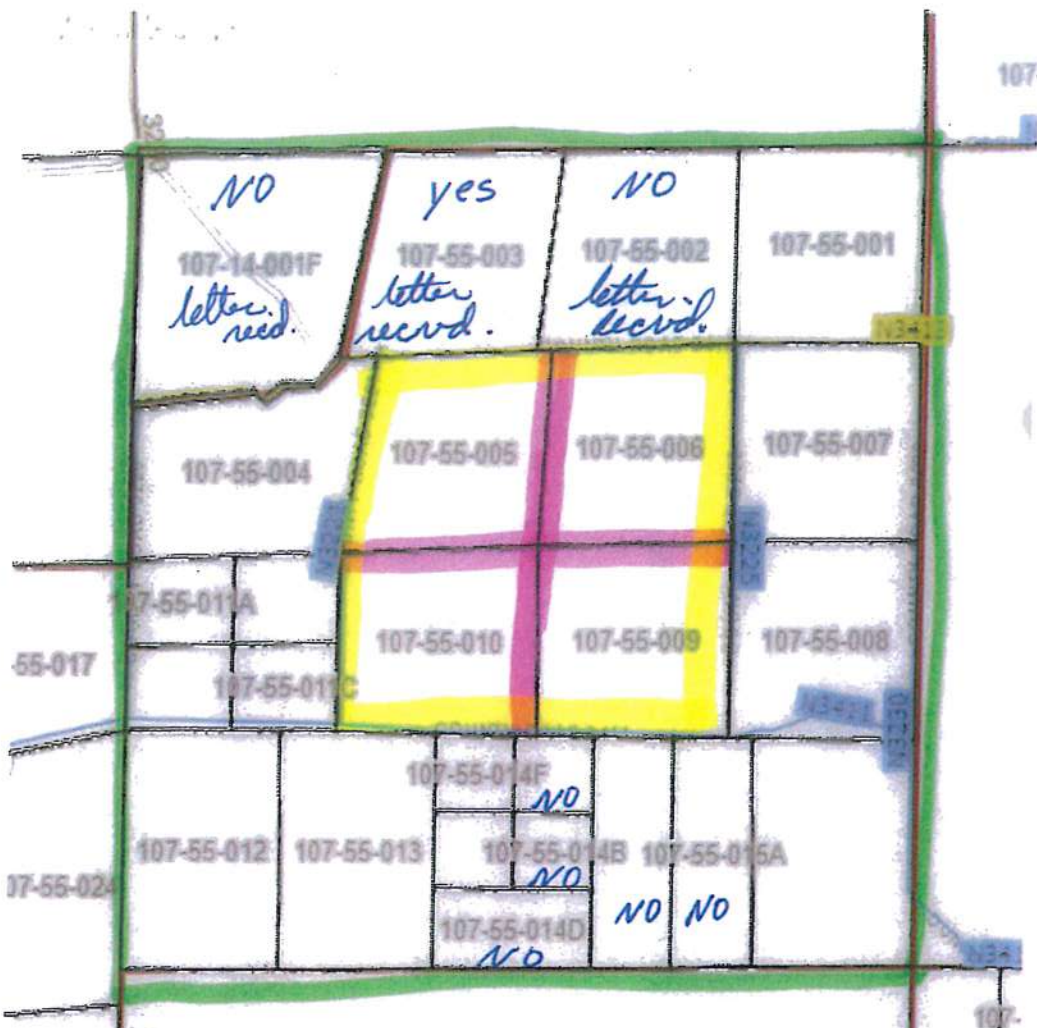
4. Easement between parcel 107-55-010 and 107-55-005

Width is 60 feet, length is 1337.81 feet / $S 86^{\circ} 58' 49'' W$

The easement requested to be extinguished
are crossed out in Red.

There are no roads, only shrubs
and trees on These easements

Email: gulukdas@gmail.com



not notify everyone inside of green highlight

easements to be abandoned

parcels on abandoned application

requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME THE MCSADDEN FAMILY 2019 REVOCABLE TRUS
ADDRESS 925 W MYRTLE AVE
CITY, STATE, ZIP PHOENIX AZ 85021
PHONE _____
PARCEL # 107 55 003
(Apache County Assessor's Parcel I.D. Number)

EMAIL

DEC 4 2023

BY: JH

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by V. SINHA
Type or Print Name

Enter road name/description.
Easement between parcels 107 55 005, 006, 009, 010
OWNED BY V. SINHA

It has been determined that you are an adjacent property or utility owner or own property nearby that may be affected by the abandonment. The date of the meeting when the Apache County Board of Supervisors will consider the request to abandon will be posted 24 hours in advance.

Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.

I DO ☒ DO NOT ☐
SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

David W. McSpadden
PRINTED NAME

Patricia McSpadden
PRINTED NAME

[Signature]
SIGNATURE

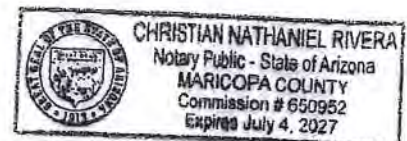
[Signature]
SIGNATURE

SUBSCRIBED and SWORN to before me this 29th day of September, 2023 by
David W. McSpadden and Patricia McSpadden

My Commission Expires:
7-4-27

[Signature]
Notary Public

This form should be returned to:
Ferrin Crosby, Apache County Engineer
Email: fcrosby@co.apache.az.us



This form is to be sent to all adjacent property owners by person/persons requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME

ANDRUS RANCH HOLDING LLC

ADDRESS

HC 30 PO BOX 36501

CITY, STATE, ZIP

CONCHO, AZ 85924

PHONE

PARCEL #

107 14 001 F

(Apache County Assessor's Parcel I.D. Number)

EMAILED

NOV 29 2023

BY: JLH

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by V. Singh
Type or Print Name

Enter road name/description.

Easement between Parcel ~~107~~ 107 55 005, 006, 009, 010

owned by V. SINGH

It has been determined that you are an adjacent property or utility owner or own property nearby that may be affected by the abandonment. The date of the meeting when the Apache County Board of Supervisors will consider the request to abandon will be posted 24 hours in advance.

Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. **Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.**

I DO ☐ DO NOT ☒

SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

Milo Andrus
PRINTED NAME

[Signature]
SIGNATURE

PRINTED NAME

SIGNATURE

SUBSCRIBED and SWORN to before me this 2nd day of October, _____ by

Lupita Ibarra and N/A

My Commission Expires:

08-10-2027

[Signature]
Notary Public

This form should be returned to:
Ferrin Crosby, Apache County Engineer



This form is to be sent to all adjacent property owners by person/persons requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME COBLE MARK + Sharon Rose
ADDRESS PO Box 3283
CITY, STATE, ZIP SHOWLOW AZ 85902
PHONE _____
PARCEL # 107-55-015A, 015B, 014C, 014D, 0040
(Apache County Assessor's Parcel ID Number)

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by VIRGIN S. CROSBY
Type or Print Name

Enter road name/description.
Segment between Parcels 107-55-005, 006, 009, 010
Done By V. Crosby

It has been determined that you are an adjacent property or utility owner or own property nearby that may be affected by the abandonment. The date of the meeting when the Apache County Board of Supervisors will consider the request to abandon will be posted 24 hours in advance.

Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.

I DO [] DO NOT ☒
SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

Mark Coble
PRINTED NAME
[Signature]
SIGNATURE

Sharon Rose Coble
PRINTED NAME
[Signature]
SIGNATURE

SUBSCRIBED and SWORN to before me this 28 day of September, 2023 by
Mark Coble and Sharon Rose Coble

My Commission Expires:
11-14-23

[Signature]
Notary Public

EMAILED

OCT 10 2023

BY: [Signature]

This form should be returned to:
Ferrin Crosby, Apache County Engineer
Email: fcrosby@co.apache.az.us



This form is to be sent to all adjacent property owners by person/persons requesting abandonment of the road/easement.

FORM 1A
APACHE COUNTY ROAD ABANDONMENT

TO: NAME SCOTT JAMES V + HYEOK A (Jr)
ADDRESS 8637 W DALEY LANE
CITY, STATE, ZIP PEORIA AZ 85383
PHONE _____
PARCEL # 10755002
(Apache County Assessor's Parcel I.D. Number)

EMAILED

9-27-2023

BY: Ferrin Crosby
email

An Application for Abandonment of the following described road has been presented to the Apache County Board of Supervisors by VIPUL SINHA
Type or Print Name

Enter road name/description.

EASEMENT BETWEEN PARCELS 10755005, 006, 009, 010
WHICH ARE ALL OWNED BY VIPUL SINHA

It has been determined that you are an adjacent property or utility owner or own property nearby that may be affected by the abandonment. The date of the meeting when the Apache County Board of Supervisors will consider the request to abandon will be posted 24 hours in advance.

Please check the appropriate box below and sign this form to indicate whether or not you support the abandonment. Your failure to object in writing will be deemed a waiver of any claims that may arise because of the abandonment by Apache County of this road.

I DO ☐ DO NOT ☒
SUPPORT THE ABANDONMENT OF THE ROAD REFERENCED ABOVE.

JAMES V. SCOTT
PRINTED NAME

HYEOK A SCOTT
PRINTED NAME

James V Scott
SIGNATURE

Hyehok A Scott
SIGNATURE

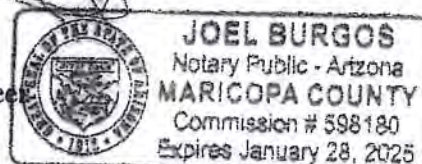
SUBSCRIBED and SWORN to before me this 25 day of Sep, 2023 by

James Scott and Hyehok A Scott

My Commission Expires:
1-28-25

[Signature]
Notary Public

This form should be returned to:
Ferrin Crosby, Apache County Engineer
Email: fcrosby@co.apache.az.us



Tammy Davis

From: Ferrin Crosby <fcrosby@apachecountyaz.gov>
Sent: Friday, November 24, 2023 11:34 AM
To: Tammy Davis
Subject: FW: Proposed county road abandonment

Sent from my Verizon, Samsung Galaxy smartphone

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

From: Irene Matule <iamatule84@gmail.com>
Date: 11/24/23 7:26 AM (GMT-07:00)
To: Ferrin Crosby <fcrosby@apachecountyaz.gov>
Cc: Vincent Grout <vgrout6874@gmail.com>, Vincent Grout <vgrout6874@tds.net>
Subject: Proposed county road abandonment

Dear Mr. Crosby,

I am trustee of the Irene A. Matulevicz Revocable Living Trust, which owns parcels 107-55-001 and 107-55-007 in Apache County. I received an undated letter approximately a month or so ago requesting approval of a proposed abandonment of the easement between parcels 107-55-005, 107-55-006, 107-55-009, and 010 owned by Mr. Vipul Singh. I have just now been made aware of this proposed abandonment, and I have no way of determining when precisely this letter was sent or what the time frame may be for any successive actions on this proposal.

In order to preserve my rights and those of the trust, by this letter I hereby provisionally DECLINE TO SUPPORT the proposed abandonment. Upon research of the ramifications of said proposal, I may or may not decide to support the proposal once more information is known. However at this time, I DO NOT support the abandonment.

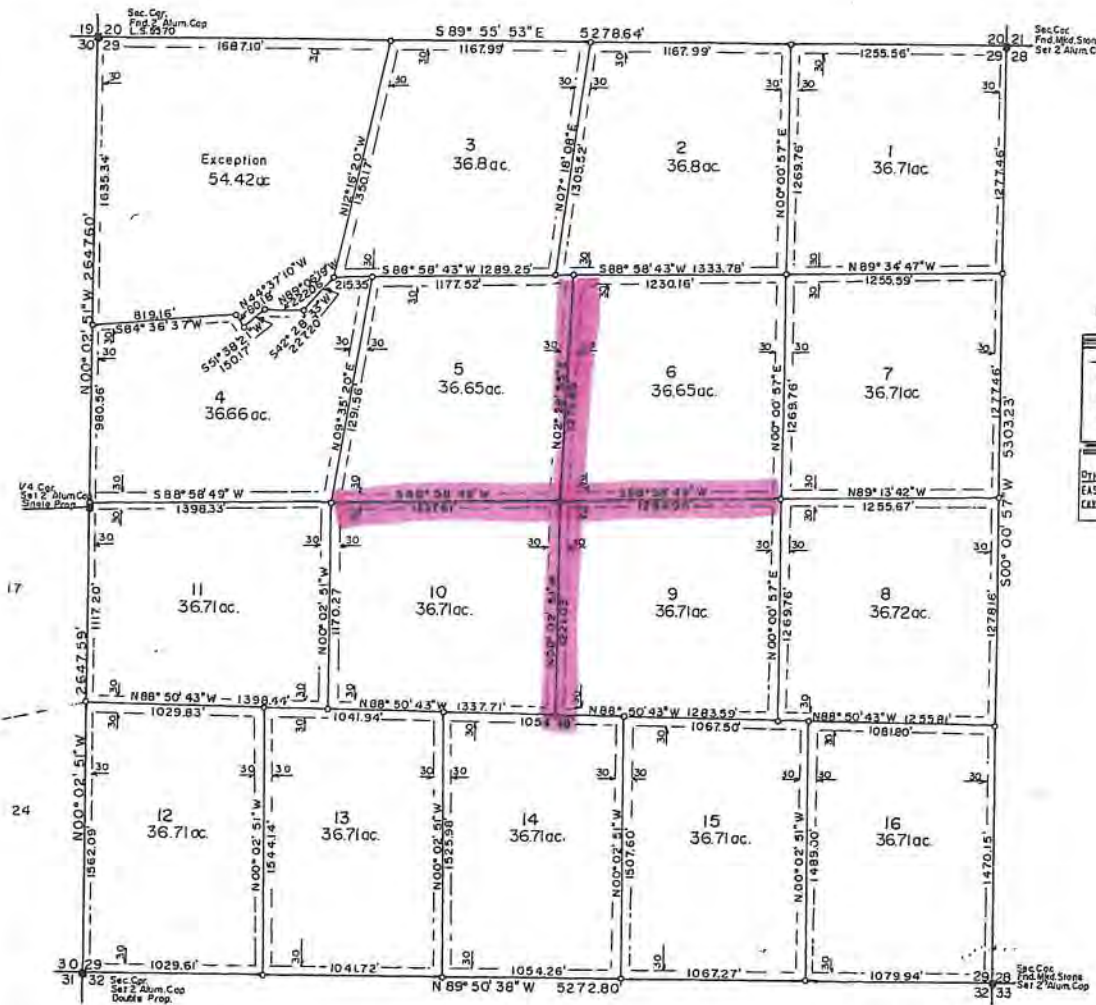
If you still require notarized hard copy of this decision, please notify me of this as soon as possible, and please also notify me of the timeline of any proposed action. My daughter, Teresa A. Grout (Successor Trustee for the Irene A. Matulevicz Revocable Living Trust/Power of Attorney for Irene A. Matulevicz) must be copied in on all correspondence at vgrout6874@tds.net and vgrout6874@gmail.com.

Sincerely,
Irene A. Matulevicz
Trustee, Irene A. Matulevicz Revocable Living Trust
928-537-0559

Teresa A. Grout
Successor Trustee, Irene A. Matulevicz Revocable Living Trust
906-439-5451

**DUTCH MOUNTAIN RANCH
UNIT ONE**
SECTION 29, T11N, R25E, G&SRB&M.
APACHE COUNTY, ARIZONA

Record Of Survey
Sheet 2 Of 4 Sheets



Scale of Bearings: West Line Sec. 31, T. 12N, R. 26E, Rec. in B.L. 414.P., Page 44.

LEGEND

- Roadway & Utility Easement
- Set 2" Al. Cap LS 7324
- Find. Monument (see description)
- X Calculated Corner

NOTE:
This drawing does not reflect any RIGHTS-OF-WAY, EASEMENTS or other ENCUMBRANCES which would be created by a current TITLE REPORT.

STATE OF ARIZONA
COUNTY OF APACHE
I, John L. Baldwin, Surveyor
do hereby certify that the within and foregoing is a true and correct copy of the original of the above and foregoing Survey as the same appears in the records of the County of Apache, State of Arizona.
Witness my hand and seal of office at Phoenix, Arizona, this 22nd day of April, 2012.
John L. Baldwin
Surveyor



Baldwin Surveying Co.
P.O. Box 291, Show Low, AZ.
(602)-537-5959
Dine925 (Dine-Baldwin)



When recorded mail to:

Navopache Electric Cooperative, Inc.
1878 W. White Mountain Blvd.
Lakeside, AZ 85929

J.O., T11N, R25E, SEC. 29, WO#

ABANDONMENT OF EASEMENT

Quit Claim Deed

WHEREAS, Navopache Electric Cooperative, Inc. (NEC) has been requested by the common owner of Lots 5, 6, 9, and 10 of Dutch Mountain Ranch Unit One, as recorded in book 5 of Land Surveys, page 171, Apache County Records Office, and as said Plat shows thirty (30) foot Roadway and Utility Easements between and around each of said lots, said owner has requested NEC to abandon their interest in said easements.

WHEREAS, NEC has existing powerlines and infrastructure along the north and east of said combined lots and sees future expansion to the south and west of said lots.

WHEREAS said easements were granted as Roadway and to all Utilities, NEC can only reference their own interest and not the interest of other utilities or interested parties.

NOW THEREFORE Navopache Electric Cooperative, Inc., does hereby quit claim any and all interest in the following portions of said utility easement to the current owners, their successors, heirs and assigns as follows, reserving any and all interest for said easement not included within said lots unto ourselves;

The south and east 30 feet of Lot 5, excluding all portions of the west, north, and the north 300 feet of the east 30 feet;

The south and west 30 feet of Lot 6, excluding all portions of the east, north and the north 300 feet of the west 30 feet;

The north and west 30 feet of Lot 9, excluding all portions of the east and south 30 feet;

The north and east 30 feet of Lot 10, excluding all portions of the south and west 30 feet;

Dated: 11/16/23

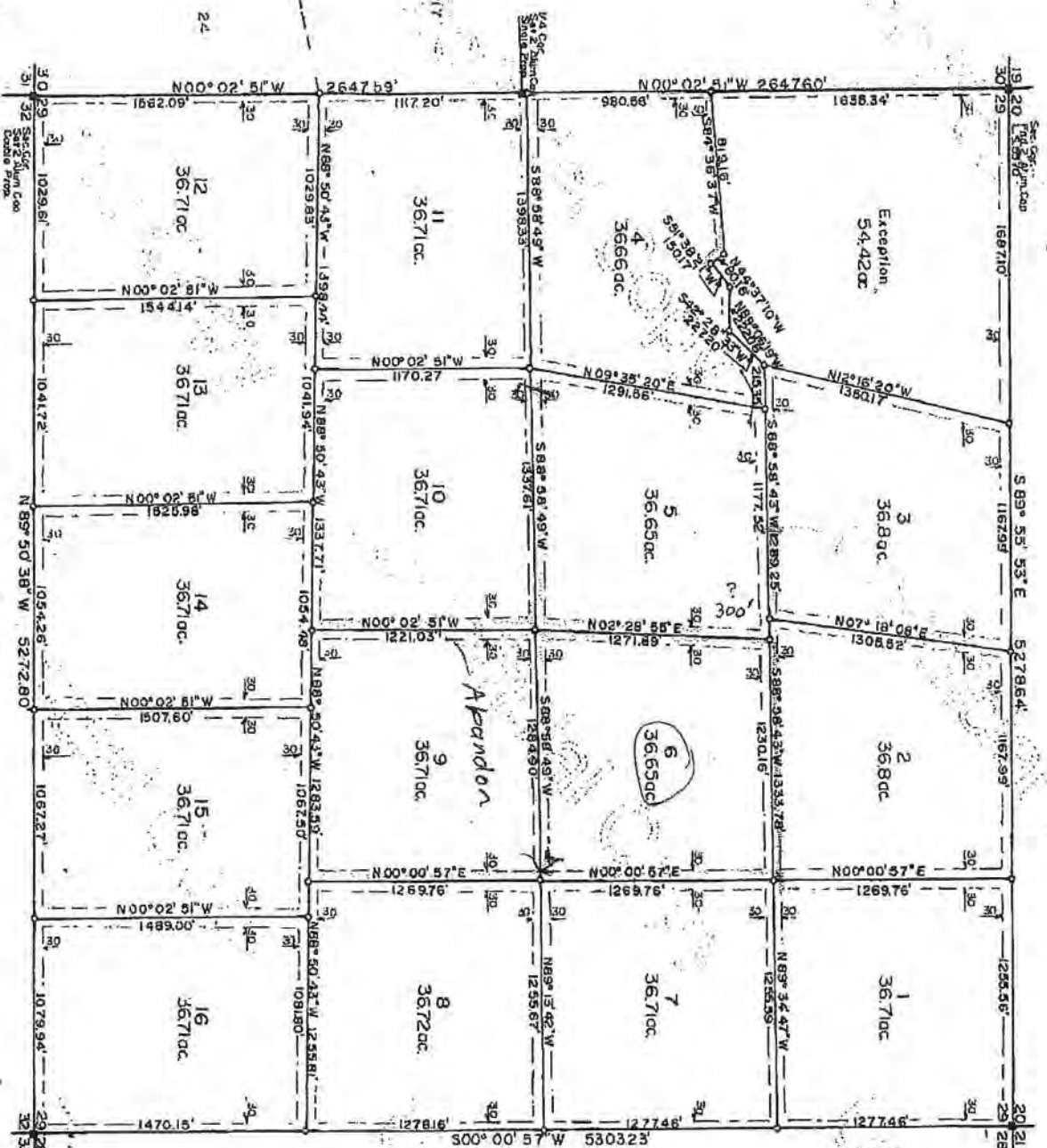
Navopache Electric Cooperative, Inc., a
cooperative corporation

By: Garth Turley

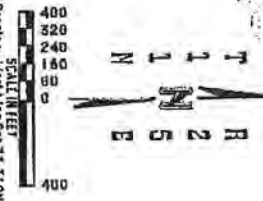
Manager of Eng Services

DUTCH MOUNTAIN RANCH
UNIT ONE
 SECTION 29, T11N, R25E, G&SR&B&M
 APACHE COUNTY, ARIZONA

51.5 page -171
Record of Survey
Sheet 2 of 4 Sheets



LEGEND	
○	Right of Way Easement
■	Set 7' A.L. DC 15 7334
■	Fed. Monument (see description)
X	Enlightened Corner



Baldwin Surveying Co., Inc.
 P.O. Box 291, Shawnee, OK, 74781
 (800) 251-5559

Surveyed and Plotted by
John L. Baldwin
Surveyor
State of Arizona
License No. 12345

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

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

Assessor

Date/Signature: Jason Moore 12/21/2023

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

Discussion and possible approval to contract with EagleView Technologies, Inc. to provide geospatial software, aerial imagery and property insights for Apache County. EagleView will provide accurate property data utilized by multiple departments and districts in the County. The contract will be paid for using SLT public lands counties money.

BOS Meeting Date Requested January 2, 2024

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature Chk Rth

Finance Review: _____

Signature [Signature]

Human Resources Review: _____

Signature N/A

Other Review: _____

Signature N/A

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



CUSTOMER NAME: Apache County, AZ
Attn: Barbara Gomez
CUSTOMER ADDRESS: 75 West Cleveland St
St Johns, Arizona 85936
CUSTOMER PHONE: (928) 337-7624
CUSTOMER E-MAIL: BGOMEZ@APACHECOUNTYAZ.GOV

MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement") is entered into by and between the Customer identified above ("Customer") and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 ("EagleView"). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as "Party" and/or collectively as "Parties". EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. **"Account"** means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).

1.2. **"Activation"** means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.

1.3. **"Authorized User"** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).

1.4. **"Confidential Information"** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party ("Discloser") to another Party ("Recipient"). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView's roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser's Confidential Information.

1.5. **"Documentation"** means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.



1.6. **“Fee”** means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.

1.7. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. **“Order Form”** means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

1.10. **“Products and/or Services”** means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

2.1. **Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:

2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompile, reverse engineer, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s) and/or Service(s) technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity



rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

3. PAYMENT

3.1. Fees. Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew.



4.2. Termination. Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

4.5. Survival. Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT



WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS



9.1. Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and



addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

9.12. Forced Labor. Pursuant to A.R.S. § 35-394, EagleView certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. EagleView further acknowledges and agrees that (1) if EagleView becomes aware during the term of this Agreement that it is not in compliance with this certification that EagleView will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if EagleView does not provide the County with a written certification that EagleView has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of EagleView to ensure compliance with this certification for the duration of this Agreement.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A
ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): _____

TERM (DURATION): Six years

ORDER #
LC-10005244

BILL TO
Apache County, AZ
Apache County Finance Department
75 West Cleveland St
PO Box 428
St Johns, Arizona 85936
(928) 337-7624
BGOMEZ@APACHECOUNTYAZ.GOV

SHIP TO
Apache County, AZ
Barbara Gomez
75 West Cleveland St
St Johns, Arizona 85936
(928) 337-7624
BGOMEZ@APACHECOUNTYAZ.GOV

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1191681	Arjun Cardoza	Biennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
2702	EagleView Cloud - Imagery GSD: 6in Refresh Frequency: 2-Year Refresh Start Year: 2024	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.



2	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date.
3	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due at Initial Activation of Services of First Refresh	\$256,895.10
Due at Initial Activation of Services of Second Refresh	\$256,895.10
Due at Initial Activation of Services of Third Refresh	\$256,895.10

PRODUCT PARAMETERS

Disaster Response Program ("DRP")

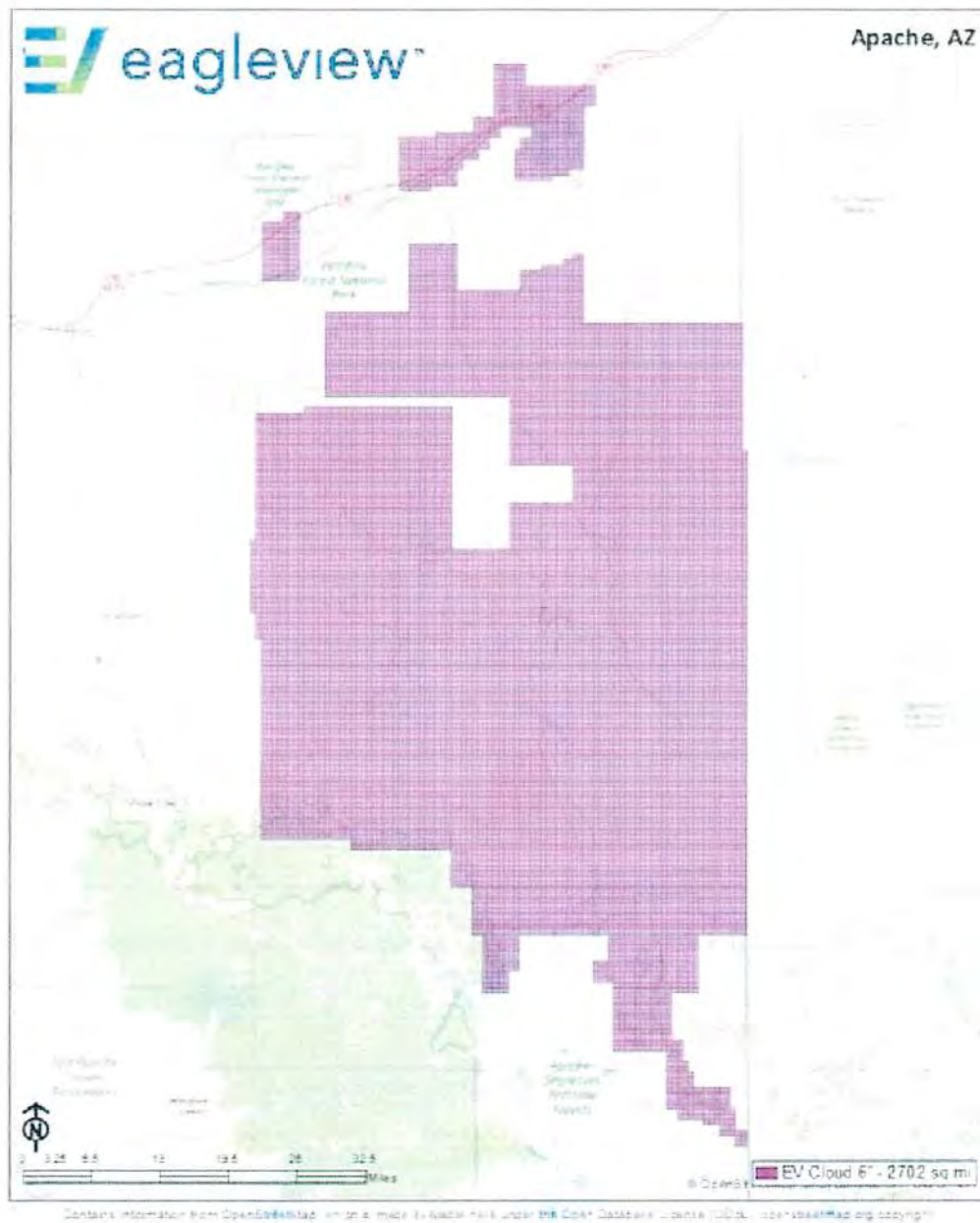
Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured "as-is".

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S)



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT B

SECURITY

1. Definitions.

- 1.1 **"Critical Issue"** means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.2 **"Security Incident"** means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.3 **"Standards Body"** means any commercially recognized technology and or auditing standards organization, including but not limited to AICPA, ISO, ITIL, and NIST.
- 1.4 **"Subcontractor"** means a subcontractor of EagleView.

2 **Payment Card Security Compliance.** EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 EagleView may elect to use an alternative to PCI DSS, should a commercially accepted framework approved by major credit card processors become available.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

3. **Data Security.** EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent report for such data center.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without notice to Customer, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.
- 3.3 When transmitting and storing Customer Confidential Information, encrypt such information using encryption at rest and encryption in transit that is applied to such Customer Confidential Information and maintains its protection throughout the lifecycle of such Customer Confidential Information. Use encryption keys and key management techniques that comply with security industry standards published by a Standards Body.
- 3.4 Where practicable, store Customer Confidential Information in a manner that logically or physically separates the data from other EagleView customer data.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by a Standards Body.
- 3.7 Conduct a security risk assessment, based upon a Standards Body framework, of all EagleView's Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues Promptly.



- 3.8 From time to time, EagleView may update its practices as described herein, but will not materially decrease the overall security of the Products and Services during the Term.
4. **Penetration Testing.**
 - 4.1 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, and prior written approval by EagleView, Customer will be permitted to conduct a penetration test at Customer's expense, and targeted at sites or services directed by EagleView, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.
5. **Information Security Program.** Without limiting EagleView's obligation of confidentiality under this Agreement, EagleView will establish and maintain a written Information Security Program, together with adequate administrative, technical, and physical safeguards, to:
 - 5.1 Ensure the confidentiality, integrity, and availability of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
 - 5.2 Take commercially reasonable efforts to protect against anticipated threats or hazards to the confidentiality, integrity, and availability of such Customer Confidential Information;
 - 5.3 Maintain a vulnerability management program to protect hardware and software assets from known exploitable vulnerabilities that have an approved vendor/supplier patch or mitigation strategy;
 - 5.4 Engage a third-party vendor to perform an annual penetration test. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly. Upon request, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all Critical Issues were addressed;
 - 5.5 Protect against unauthorized access to or use of such Customer Confidential Information; and
 - 5.6 Such written Information Security Program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by a Standards Body), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
6. **Disaster Recovery and Business Continuity.** EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted. EagleView will maintain a Restore Point Objective ("RPO") of one business day prior.
7. **Security Incident Process.** EagleView will use commercially reasonable efforts to notify Customer, whose data is known to be or suspected to be impacted, of any Security Incident within 72 hours of confirming that a Security Incident has occurred. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.
 - 7.1 Customer is responsible for providing EagleView with updated and accurate contact information.
 - 7.2 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee to serve as primary point of contact and a backup who will maintain reasonable communication with Customer; and (b) assisting with any investigation of the nature or cause of such Security Incident.
 - 7.3 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
 - 7.4 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) relevant logs or other digital records related to the Security Incident are maintained until the Security Incident is declared fully remediated; (b) all Security Incidents are appropriately logged; (c) all such logs and information are appropriately protected to ensure the integrity of such logs and information.



8. **Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.
9. **Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of video surveillance, cardkey access, and visitor authorization and supervision processes. Surveillance records will be maintained for at least 30 days.
10. **Record Retention.** EagleView will retain Customer Confidential Information as long as EagleView is required to by applicable law.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

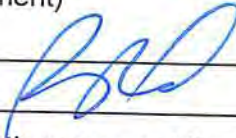
APACHE COUNTY

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

County Manager

Date/Signature:

12/26/23



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

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

- The Eastern Arizona Counties Organization meeting on January 17, 2024, at 2:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) Legislative Reception on January 17, 2024, at 5:00 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.
- The County Supervisors Association (CSA) meeting on January 18, 2024, at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix, AZ.

BOS Meeting Date Requested 1/2/23

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature



County Supervisors
ASSOCIATION

2024 Annual CSA Legislative Reception

Join County Supervisors and State Legislators
from across Arizona to

"Honor the State & County Partnership"

County Supervisors Association of Arizona
1905 W. Washington Street,
Phoenix, Arizona 85009

Wednesday, January 17, 2024
5:00 p.m. to 7:00 p.m.

Please R.S.V.P. by Monday, January 15, 2024
To YvonneO@CountySupervisors.org /602-452-4514

*CSA is located on the southwest corner of 19th Ave and Washington Street.
Parking is available in front of the building or you may enjoy the three minute
walk from the Capital.*

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

(PLEASE PRINT)

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

County Manager

Date/Signature:

12/21/23 

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

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

BOS Meeting Date Requested 1/2/23

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials