



Joe Shirley, Jr.
Supervisor, District I

Alton Joe Shepherd
Chairman, District II

Doyel Shamley
Vice Chairman, District III

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

January 3, 2018

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.

1. 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 19, 2017 to January 3, 2018. 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 the minutes dated December 5, 2017
- *C. Request approval of a Special Event Liquor License for Wes Meyers, San Rafael Church Social Hall, #25 County Road 5041, Concho, Arizona for a Valentines event on February 10, 2018.

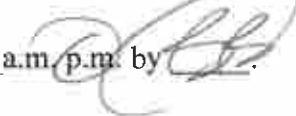
Personnel Items:

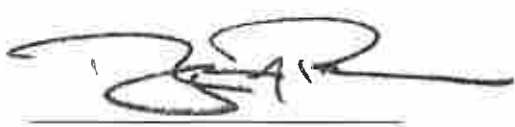
- *D. District II: Request approval for a salary adjustment for the Field Operations Manager to fifty-four thousand, two hundred dollars (\$54,200.00) and for a salary adjust for the Operations Manager to forty-five thousand, eight hundred dollars (\$45,800.00).

*E. District I: Request approval to extend the temporary employment for Norman Claw for an additional 30 days to end February 17, 2018.

2. Election Department: Discussion and possible approval of the 2018 Polling Agreements to be used in the 2018 Election Cycle: Special Election on March 13, 2018, Special Election on May 15, 2018, Primary Election on August 28, 2018 and the General Election to be held on November 6, 2018.
3. District II: Discussion and possible approval of the purchase of TOPCON GPS controls from RDO Integrated Controls in the amount of sixty thousand, nine hundred dollars (\$60,900.00) which will be broken down into two payments of thirty thousand, four hundred fifty dollars (\$30,450.00); one payment in this fiscal year and the other payment in next fiscal year.
4. County Manager: Discussion and possible action regarding chief deputy salary ranges.
5. County Manager: Discussion and possible action regarding upcoming legislative issues.
6. District III: Discussion and possible approval of a Management Agreement between Apache County and the Nutrioso Community Association for the use of the Nutrioso Community Center.
7. District III: Discussion on Apache County budget formulation process to engage departments and elected offices together.
8. District III: Discussion and possible action on methodology for vetting applications, interviewing and selecting new Apache County Manager.
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 an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted 12/28/17 at 2:30 a.m./p.m. by 



Ryan Patterson
Interim Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature:

[Handwritten Signature]

12/26/17

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 19, 2017 to January 3, 2018. 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 01/03/18

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

[Handwritten Initials]

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1060822	12/19/2017	Accounts Payable	AZ DEPT OF REVENUE	3,785.55
Open	NBAZ - Warrant Clearing Account	Check	1060823	12/19/2017	Accounts Payable	BASHAS' CORPORATE OFFICE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1060824	12/19/2017	Accounts Payable	TREVIZO, HERIBERTO	500.00
Open	NBAZ - Warrant Clearing Account	Check	1060825	12/20/2017	Accounts Payable	24 HOUR GAS-N-GO	19.14
Open	NBAZ - Warrant Clearing Account	Check	1060826	12/20/2017	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1060827	12/20/2017	Accounts Payable	AGUERO, ROBIN R	3.34
Open	NBAZ - Warrant Clearing Account	Check	1060828	12/20/2017	Accounts Payable	ALLREDS WESTERN WEAR	190.92
Open	NBAZ - Warrant Clearing Account	Check	1060829	12/20/2017	Accounts Payable	ALPINE WATER AND SANITARY	72.81
Open	NBAZ - Warrant Clearing Account	Check	1060830	12/20/2017	Accounts Payable	ALSCO INC	148.72
Open	NBAZ - Warrant Clearing Account	Check	1060831	12/20/2017	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	539.76
Open	NBAZ - Warrant Clearing Account	Check	1060832	12/20/2017	Accounts Payable	AMERICAN PLANNING ASSOCIATION, 45 ARIZONA	55.00
Open	NBAZ - Warrant Clearing Account	Check	1060833	12/20/2017	Accounts Payable	AMIGO CHEVROLET	224.72
Open	NBAZ - Warrant Clearing Account	Check	1060834	12/20/2017	Accounts Payable	APACHE COUNTY	57.44
Open	NBAZ - Warrant Clearing Account	Check	1060835	12/20/2017	Accounts Payable	ASHTONS REPAIR INC	381.70
Open	NBAZ - Warrant Clearing Account	Check	1060836	12/20/2017	Accounts Payable	ASPEN TIRE & OIL	36.48
Open	NBAZ - Warrant Clearing Account	Check	1060837	12/20/2017	Accounts Payable	AUTOMATED ELECTION SERVICES	8,323.92
Open	NBAZ - Warrant Clearing Account	Check	1060838	12/20/2017	Accounts Payable	AYRES, RICHARD A	33.72
Open	NBAZ - Warrant Clearing Account	Check	1060839	12/20/2017	Accounts Payable	AZ ASSN OF COUNTIES	81.00
Open	NBAZ - Warrant Clearing Account	Check	1060840	12/20/2017	Accounts Payable	AZ COUNTIES INSURANCE POOL	1,500.00
Open	NBAZ - Warrant Clearing Account	Check	1060841	12/20/2017	Accounts Payable	AZ DEPT OF CORRECTIONS	242.97
Open	NBAZ - Warrant Clearing Account	Check	1060842	12/20/2017	Accounts Payable	AZ DEPT OF CORRECTIONS	140.00
Open	NBAZ - Warrant Clearing Account	Check	1060843	12/20/2017	Accounts Payable	AZ STATE GOVERNMENT	75.00
Open	NBAZ - Warrant Clearing Account	Check	1060844	12/20/2017	Accounts Payable	BAHE, IRENE R	123.06
Open	NBAZ - Warrant Clearing Account	Check	1060845	12/20/2017	Accounts Payable	BASHAS' CORPORATE OFFICE	46.78
Open	NBAZ - Warrant Clearing Account	Check	1060846	12/20/2017	Accounts Payable	BAUMAN HOME AND AUTO INC	1,362.99
Open	NBAZ - Warrant Clearing Account	Check	1060847	12/20/2017	Accounts Payable	BAZURTO, MALENA GENEVIEVE	107.62
Open	NBAZ - Warrant Clearing Account	Check	1060848	12/20/2017	Accounts Payable	BEGAY, CODY DON	95.00
Open	NBAZ - Warrant Clearing Account	Check	1060849	12/20/2017	Accounts Payable	BEGAY, SARAH MAE	55.00
Open	NBAZ - Warrant Clearing Account	Check	1060850	12/20/2017	Accounts Payable	BI INC	10.01
Open	NBAZ - Warrant Clearing Account	Check	1060851	12/20/2017	Accounts Payable	BILLS DISCOUNT AUTO PARTS (NAPA)	159.91
Open	NBAZ - Warrant Clearing Account	Check	1060852	12/20/2017	Accounts Payable	BLUE 360 MEDIA LLC	1,300.20
Open	NBAZ - Warrant Clearing Account	Check	1060853	12/20/2017	Accounts Payable	BLUE HILLS ENVIRONMENTAL	263.94
Open	NBAZ - Warrant Clearing Account	Check	1060854	12/20/2017	Accounts Payable	BOOT BARN	794.57
Open	NBAZ - Warrant Clearing Account	Check	1060855	12/20/2017	Accounts Payable	BOWMAN, GLORIA	14.96
Open	NBAZ - Warrant Clearing Account	Check	1060856	12/20/2017	Accounts Payable	BRADCO	39,330.97
Open	NBAZ - Warrant Clearing Account	Check	1060857	12/20/2017	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1060858	12/20/2017	Accounts Payable	BRIDES AUTO CENTER	50.31
Open	NBAZ - Warrant Clearing Account	Check	1060859	12/20/2017	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	365.00
Open	NBAZ - Warrant Clearing Account	Check	1060860	12/20/2017	Accounts Payable	CDW GOVERNMENT LLC	401.11
Open	NBAZ - Warrant Clearing Account	Check	1060861	12/20/2017	Accounts Payable	CELLULAR ONE NE AZ	367.31
Open	NBAZ - Warrant Clearing Account	Check	1060862	12/20/2017	Accounts Payable	CENGAGE LEARNING INC	137.49
Open	NBAZ - Warrant Clearing Account	Check	1060863	12/20/2017	Accounts Payable	CLYDE, VICTOR J	21.18
Open	NBAZ - Warrant Clearing Account	Check	1060864	12/20/2017	Accounts Payable	COCONINO COUNTY	3,420.00
Open	NBAZ - Warrant Clearing Account	Check	1060865	12/20/2017	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	24.00
Open	NBAZ - Warrant Clearing Account	Check	1060866	12/20/2017	Accounts Payable	COURTESY CHEVROLET	38,432.31
Open	NBAZ - Warrant Clearing Account	Check	1060867	12/20/2017	Accounts Payable	COVEY, JOSHUA T	497.61
Open	NBAZ - Warrant Clearing Account	Check	1060868	12/20/2017	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	47.94

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1060869	12/20/2017	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	1,986.63
Open	NBAZ - Warrant Clearing Account	Check	1060870	12/20/2017	Accounts Payable	CRESTLINE SPECIALTIES INC	691.96
Open	NBAZ - Warrant Clearing Account	Check	1060871	12/20/2017	Accounts Payable	DAVIS TRUE VALUE HARDWARE	114.39
Open	NBAZ - Warrant Clearing Account	Check	1060872	12/20/2017	Accounts Payable	DELL COMPUTER CORPORATION	3,388.44
Open	NBAZ - Warrant Clearing Account	Check	1060873	12/20/2017	Accounts Payable	DIAMOND DRUGS INC	4,547.41
Open	NBAZ - Warrant Clearing Account	Check	1060874	12/20/2017	Accounts Payable	DIAMOND MEDICAL SUPPLY	306.17
Open	NBAZ - Warrant Clearing Account	Check	1060875	12/20/2017	Accounts Payable	DISCOUNT TIRE	1,221.11
Open	NBAZ - Warrant Clearing Account	Check	1060876	12/20/2017	Accounts Payable	EARL, FELIPA A	103.39
Open	NBAZ - Warrant Clearing Account	Check	1060877	12/20/2017	Accounts Payable	EMBASSY SUITES	837.54
Open	NBAZ - Warrant Clearing Account	Check	1060878	12/20/2017	Accounts Payable	EMERY K LA BARGE ATTORNEY AT LAW	236.50
Open	NBAZ - Warrant Clearing Account	Check	1060879	12/20/2017	Accounts Payable	EMPIRE MACHINERY	1,128.52
Open	NBAZ - Warrant Clearing Account	Check	1060880	12/20/2017	Accounts Payable	ERAD GROUP INC	32.36
Open	NBAZ - Warrant Clearing Account	Check	1060881	12/20/2017	Accounts Payable	EVERBRIDGE INC	23,648.28
Open	NBAZ - Warrant Clearing Account	Check	1060882	12/20/2017	Accounts Payable	FERRELLGAS	524.68
Open	NBAZ - Warrant Clearing Account	Check	1060883	12/20/2017	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	242.72
Open	NBAZ - Warrant Clearing Account	Check	1060884	12/20/2017	Accounts Payable	FRANK'S SUPPLY COMPANY INC	226.38
Open	NBAZ - Warrant Clearing Account	Check	1060885	12/20/2017	Accounts Payable	FRONTIER	107.38
Open	NBAZ - Warrant Clearing Account	Check	1060886	12/20/2017	Accounts Payable	FRONTIER	70.58
Open	NBAZ - Warrant Clearing Account	Check	1060887	12/20/2017	Accounts Payable	FRONTIER	71.28
Open	NBAZ - Warrant Clearing Account	Check	1060888	12/20/2017	Accounts Payable	FRONTIER	68.31
Open	NBAZ - Warrant Clearing Account	Check	1060889	12/20/2017	Accounts Payable	FRONTIER	951.21
Open	NBAZ - Warrant Clearing Account	Check	1060890	12/20/2017	Accounts Payable	FRONTIER	429.63
Open	NBAZ - Warrant Clearing Account	Check	1060891	12/20/2017	Accounts Payable	FRONTIER	140.47
Open	NBAZ - Warrant Clearing Account	Check	1060892	12/20/2017	Accounts Payable	FRONTIER	96.02
Open	NBAZ - Warrant Clearing Account	Check	1060893	12/20/2017	Accounts Payable	FRONTIER	154.56
Open	NBAZ - Warrant Clearing Account	Check	1060894	12/20/2017	Accounts Payable	FRONTIER	156.01
Open	NBAZ - Warrant Clearing Account	Check	1060895	12/20/2017	Accounts Payable	FRONTIER	149.81
Open	NBAZ - Warrant Clearing Account	Check	1060896	12/20/2017	Accounts Payable	FRONTIER	5.10
Open	NBAZ - Warrant Clearing Account	Check	1060897	12/20/2017	Accounts Payable	FRONTIER	267.41
Open	NBAZ - Warrant Clearing Account	Check	1060898	12/20/2017	Accounts Payable	FRONTIER	366.71
Open	NBAZ - Warrant Clearing Account	Check	1060899	12/20/2017	Accounts Payable	FRONTIER	101.07
Open	NBAZ - Warrant Clearing Account	Check	1060900	12/20/2017	Accounts Payable	FRONTIER	217.16
Open	NBAZ - Warrant Clearing Account	Check	1060901	12/20/2017	Accounts Payable	FRONTIER	242.50
Open	NBAZ - Warrant Clearing Account	Check	1060902	12/20/2017	Accounts Payable	FRONTIER	134.50
Open	NBAZ - Warrant Clearing Account	Check	1060903	12/20/2017	Accounts Payable	FRONTIER	1,199.06
Open	NBAZ - Warrant Clearing Account	Check	1060904	12/20/2017	Accounts Payable	FRONTIER	134.67
Open	NBAZ - Warrant Clearing Account	Check	1060905	12/20/2017	Accounts Payable	FRONTIER	162.89
Open	NBAZ - Warrant Clearing Account	Check	1060906	12/20/2017	Accounts Payable	FRONTIER	213.28
Open	NBAZ - Warrant Clearing Account	Check	1060907	12/20/2017	Accounts Payable	FRONTIER	56.82
Open	NBAZ - Warrant Clearing Account	Check	1060908	12/20/2017	Accounts Payable	FRONTIER	25.48
Open	NBAZ - Warrant Clearing Account	Check	1060909	12/20/2017	Accounts Payable	GALL'S INC	418.04
Open	NBAZ - Warrant Clearing Account	Check	1060910	12/20/2017	Accounts Payable	GALLUP LUMBER & SUPPLY	2,723.47
Open	NBAZ - Warrant Clearing Account	Check	1060911	12/20/2017	Accounts Payable	GMCO CORPORATION	11,200.98
Open	NBAZ - Warrant Clearing Account	Check	1060912	12/20/2017	Accounts Payable	GOLIGHTLY TIRE	4,617.21
Open	NBAZ - Warrant Clearing Account	Check	1060913	12/20/2017	Accounts Payable	GRAVES PROPANE CO INC	255.18
Open	NBAZ - Warrant Clearing Account	Check	1060914	12/20/2017	Accounts Payable	GREER COMMUNITY FACILITIES	814.34
Open	NBAZ - Warrant Clearing Account	Check	1060915	12/20/2017	Accounts Payable	GUINN, RICHARD C	100.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1060916	12/20/2017	Accounts Payable	HALWOOD, LORENA T	144.46
Open	NBAZ - Warrant Clearing Account	Check	1060917	12/20/2017	Accounts Payable	HILL AZ GROCERY STORE	64.96
Open	NBAZ - Warrant Clearing Account	Check	1060918	12/20/2017	Accounts Payable	HILL AZ GROCERY STORE	192.98
Open	NBAZ - Warrant Clearing Account	Check	1060919	12/20/2017	Accounts Payable	HILLYARD/FLAGSTAFF	451.20
Open	NBAZ - Warrant Clearing Account	Check	1060920	12/20/2017	Accounts Payable	HOME DEPOT	3,176.66
Open	NBAZ - Warrant Clearing Account	Check	1060921	12/20/2017	Accounts Payable	HORNE AUTO CENTER INC	148.98
Open	NBAZ - Warrant Clearing Account	Check	1060922	12/20/2017	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	456.79
Open	NBAZ - Warrant Clearing Account	Check	1060923	12/20/2017	Accounts Payable	IKARD & NEWSOM	267.52
Open	NBAZ - Warrant Clearing Account	Check	1060924	12/20/2017	Accounts Payable	INGRAM LIBRARY SERVICES	4,227.19
Open	NBAZ - Warrant Clearing Account	Check	1060925	12/20/2017	Accounts Payable	INTAB INC	150.95
Open	NBAZ - Warrant Clearing Account	Check	1060926	12/20/2017	Accounts Payable	INTERNATIONAL ASSOCIATION FOR PROPERTY & EVIDENCE	50.00
Open	NBAZ - Warrant Clearing Account	Check	1060927	12/20/2017	Accounts Payable	INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA	400.00
Open	NBAZ - Warrant Clearing Account	Check	1060928	12/20/2017	Accounts Payable	JAMESON, MICHELLE	65.53
Open	NBAZ - Warrant Clearing Account	Check	1060929	12/20/2017	Accounts Payable	JCG TECHNOLOGIES INC	1,495.18
Open	NBAZ - Warrant Clearing Account	Check	1060930	12/20/2017	Accounts Payable	JONES, MICHELLE	22.16
Open	NBAZ - Warrant Clearing Account	Check	1060931	12/20/2017	Accounts Payable	KETTLE EMBROIDERY LLC	100.00
Open	NBAZ - Warrant Clearing Account	Check	1060932	12/20/2017	Accounts Payable	KONICA MINOLTA	319.45
Open	NBAZ - Warrant Clearing Account	Check	1060933	12/20/2017	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	781.13
Open	NBAZ - Warrant Clearing Account	Check	1060934	12/20/2017	Accounts Payable	LOOMIS	620.89
Open	NBAZ - Warrant Clearing Account	Check	1060935	12/20/2017	Accounts Payable	LOWES COMPANIES INC	426.81
Open	NBAZ - Warrant Clearing Account	Check	1060936	12/20/2017	Accounts Payable	MARSHALL AND SWIFT BOECKH LLC	644.20
Open	NBAZ - Warrant Clearing Account	Check	1060937	12/20/2017	Accounts Payable	MARTINEZ, PATRICK J	78.00
Open	NBAZ - Warrant Clearing Account	Check	1060938	12/20/2017	Accounts Payable	MASS TRANSCRIPTIONS	582.60
Open	NBAZ - Warrant Clearing Account	Check	1060939	12/20/2017	Accounts Payable	MCCARTHY, CHRIS	62.00
Open	NBAZ - Warrant Clearing Account	Check	1060940	12/20/2017	Accounts Payable	MISSION UNIFORM & LINEN	196.17
Open	NBAZ - Warrant Clearing Account	Check	1060941	12/20/2017	Accounts Payable	MONTIERTH, LEHI	5.49
Open	NBAZ - Warrant Clearing Account	Check	1060942	12/20/2017	Accounts Payable	MOREZ, ALLAN T Junior	705.00
Open	NBAZ - Warrant Clearing Account	Check	1060943	12/20/2017	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	230.00
Open	NBAZ - Warrant Clearing Account	Check	1060944	12/20/2017	Accounts Payable	NATIONAL BUSINESS FURNITURE	549.51
Open	NBAZ - Warrant Clearing Account	Check	1060945	12/20/2017	Accounts Payable	NATIONAL DISTRICT ATTORNEYS ASSOC	180.00
Open	NBAZ - Warrant Clearing Account	Check	1060946	12/20/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	273.41
Open	NBAZ - Warrant Clearing Account	Check	1060947	12/20/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	5,120.09
Open	NBAZ - Warrant Clearing Account	Check	1060948	12/20/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	2,917.27
Open	NBAZ - Warrant Clearing Account	Check	1060949	12/20/2017	Accounts Payable	NAVAJO WESTERNERS	26.66
Open	NBAZ - Warrant Clearing Account	Check	1060950	12/20/2017	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	11,936.34
Open	NBAZ - Warrant Clearing Account	Check	1060951	12/20/2017	Accounts Payable	NEZ, FLORA	91.00
Open	NBAZ - Warrant Clearing Account	Check	1060952	12/20/2017	Accounts Payable	NOR-KEM DISTRIBUTORS INC	966.53
Open	NBAZ - Warrant Clearing Account	Check	1060953	12/20/2017	Accounts Payable	NORCHEM DRUG TESTING LABORATORY	1,091.70
Open	NBAZ - Warrant Clearing Account	Check	1060954	12/20/2017	Accounts Payable	NORTHLAND INVESTIGATIONS LLC	900.00
Open	NBAZ - Warrant Clearing Account	Check	1060955	12/20/2017	Accounts Payable	OCTOPUS CAR WASH INC	46.90
Open	NBAZ - Warrant Clearing Account	Check	1060956	12/20/2017	Accounts Payable	OVERDRIVE INC	1,142.37
Open	NBAZ - Warrant Clearing Account	Check	1060957	12/20/2017	Accounts Payable	PACIFIC PONDEROSA CO INC	1,157.76
Open	NBAZ - Warrant Clearing Account	Check	1060958	12/20/2017	Accounts Payable	PATTERSON, DANA BRYCE	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1060959	12/20/2017	Accounts Payable	PATTERSON, RYAN N	685.40
Open	NBAZ - Warrant Clearing Account	Check	1060960	12/20/2017	Accounts Payable	PERFECT PRINTZ LLC	206.36
Open	NBAZ - Warrant Clearing Account	Check	1060961	12/20/2017	Accounts Payable	PIMA COUNTY MEDICAL	6,900.00
Open	NBAZ - Warrant Clearing Account	Check	1060962	12/20/2017	Accounts Payable	PITNEY BOWES	3,657.51

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1060963	12/20/2017	Accounts Payable	PREMIUM PROPANE LLC	25.09
Open	NBAZ - Warrant Clearing Account	Check	1060964	12/20/2017	Accounts Payable	PTS OF AMERICA LLC	2,770.00
Open	NBAZ - Warrant Clearing Account	Check	1060965	12/20/2017	Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL INC	835.00
Open	NBAZ - Warrant Clearing Account	Check	1060966	12/20/2017	Accounts Payable	QUALITY CARQUEST	174.28
Open	NBAZ - Warrant Clearing Account	Check	1060967	12/20/2017	Accounts Payable	QUILL CORP	6,182.27
Open	NBAZ - Warrant Clearing Account	Check	1060968	12/20/2017	Accounts Payable	R&G VENT CLEANING SERVICES	555.00
Open	NBAZ - Warrant Clearing Account	Check	1060969	12/20/2017	Accounts Payable	REDW LLC	12,500.00
Open	NBAZ - Warrant Clearing Account	Check	1060970	12/20/2017	Accounts Payable	RR DONNELLEY	383.23
Open	NBAZ - Warrant Clearing Account	Check	1060971	12/20/2017	Accounts Payable	RUSH TRUCK CENTER	337.94
Open	NBAZ - Warrant Clearing Account	Check	1060972	12/20/2017	Accounts Payable	S R ROBERTS INC	165.30
Open	NBAZ - Warrant Clearing Account	Check	1060973	12/20/2017	Accounts Payable	SAFEGUARD BUSINESS SYSTEMS INC	201.89
Open	NBAZ - Warrant Clearing Account	Check	1060974	12/20/2017	Accounts Payable	SAFETY BELT SAFE USA	200.00
Open	NBAZ - Warrant Clearing Account	Check	1060975	12/20/2017	Accounts Payable	SAFETY KLEEN	373.74
Open	NBAZ - Warrant Clearing Account	Check	1060976	12/20/2017	Accounts Payable	SAFEWAY INC	160.57
Open	NBAZ - Warrant Clearing Account	Check	1060977	12/20/2017	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	Check	1060978	12/20/2017	Accounts Payable	SCOTT HAMBLIN MD PC	1,150.00
Open	NBAZ - Warrant Clearing Account	Check	1060979	12/20/2017	Accounts Payable	SECURUS TECHNOLOGIES INC	2,001.70
Open	NBAZ - Warrant Clearing Account	Check	1060980	12/20/2017	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	108.22
Open	NBAZ - Warrant Clearing Account	Check	1060981	12/20/2017	Accounts Payable	SHELL OIL	589.79
Open	NBAZ - Warrant Clearing Account	Check	1060982	12/20/2017	Accounts Payable	SIERRA PROPANE	2,380.28
Open	NBAZ - Warrant Clearing Account	Check	1060983	12/20/2017	Accounts Payable	SODERQUIST, JEFF	25.00
Open	NBAZ - Warrant Clearing Account	Check	1060984	12/20/2017	Accounts Payable	SONORA QUEST LABORATORIES	291.69
Open	NBAZ - Warrant Clearing Account	Check	1060985	12/20/2017	Accounts Payable	SPARKLETTS WATER	106.80
Open	NBAZ - Warrant Clearing Account	Check	1060986	12/20/2017	Accounts Payable	SPRINGVILLE AUTOMOTIVE SERVICE	277.64
Open	NBAZ - Warrant Clearing Account	Check	1060987	12/20/2017	Accounts Payable	ST JOHNS CITY	7,309.28
Open	NBAZ - Warrant Clearing Account	Check	1060988	12/20/2017	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	129.50
Open	NBAZ - Warrant Clearing Account	Check	1060989	12/20/2017	Accounts Payable	STATE BAR OF ARIZONA	505.00
Open	NBAZ - Warrant Clearing Account	Check	1060990	12/20/2017	Accounts Payable	STATE BAR OF ARIZONA	505.00
Open	NBAZ - Warrant Clearing Account	Check	1060991	12/20/2017	Accounts Payable	STATE BAR OF ARIZONA	505.00
Open	NBAZ - Warrant Clearing Account	Check	1060992	12/20/2017	Accounts Payable	STATE BAR OF ARIZONA	505.00
Open	NBAZ - Warrant Clearing Account	Check	1060993	12/20/2017	Accounts Payable	SUN GLASS LLC	297.05
Open	NBAZ - Warrant Clearing Account	Check	1060994	12/20/2017	Accounts Payable	SUN RIDGE SYSTEMS, INC	7,680.00
Open	NBAZ - Warrant Clearing Account	Check	1060995	12/20/2017	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	165.71
Open	NBAZ - Warrant Clearing Account	Check	1060996	12/20/2017	Accounts Payable	TAYLOR LAW OFFICE PC	110.00
Open	NBAZ - Warrant Clearing Account	Check	1060997	12/20/2017	Accounts Payable	THOMSON REUTERS WEST	1,257.15
Open	NBAZ - Warrant Clearing Account	Check	1060998	12/20/2017	Accounts Payable	TJP COMMUNICATIONS	617.47
Open	NBAZ - Warrant Clearing Account	Check	1060999	12/20/2017	Accounts Payable	TSOSIE, NICHOLAS N	78.00
Open	NBAZ - Warrant Clearing Account	Check	1061000	12/20/2017	Accounts Payable	TSOSIE, RAYMOND	66.03
Open	NBAZ - Warrant Clearing Account	Check	1061001	12/20/2017	Accounts Payable	TYLER BUSINESS FORMS	85.01
Open	NBAZ - Warrant Clearing Account	Check	1061002	12/20/2017	Accounts Payable	UDALL, SHERWOOD BOWEN	200.58
Open	NBAZ - Warrant Clearing Account	Check	1061003	12/20/2017	Accounts Payable	UNIFIRST CORPORATION	170.78
Open	NBAZ - Warrant Clearing Account	Check	1061004	12/20/2017	Accounts Payable	UNITED RENTALS	124.27
Open	NBAZ - Warrant Clearing Account	Check	1061005	12/20/2017	Accounts Payable	VALLEY AUTO PARTS	2,317.92
Open	NBAZ - Warrant Clearing Account	Check	1061006	12/20/2017	Accounts Payable	VERIZON WIRELESS	925.19
Open	NBAZ - Warrant Clearing Account	Check	1061007	12/20/2017	Accounts Payable	WELLER, JUSTIN	107.21
Open	NBAZ - Warrant Clearing Account	Check	1061008	12/20/2017	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	193.86
Open	NBAZ - Warrant Clearing Account	Check	1061009	12/20/2017	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	993.45

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1061010	12/20/2017	Accounts Payable	WHITING, GARRET LEE	932.49
Open	NBAZ - Warrant Clearing Account	Check	1061011	12/20/2017	Accounts Payable	WHITING, MICHAEL B	620.21
Open	NBAZ - Warrant Clearing Account	Check	1061012	12/20/2017	Accounts Payable	WILLIAMS, ROBERT BARRY	424.98
Open	NBAZ - Warrant Clearing Account	Check	1061013	12/20/2017	Accounts Payable	WOODLAND BUILDING CENTER	1,161.46
Open	NBAZ - Warrant Clearing Account	Check	1061014	12/20/2017	Accounts Payable	WRIGHT EXPRESS FSC	238.46
Open	NBAZ - Warrant Clearing Account	Check	1061015	12/20/2017	Accounts Payable	X DIAMOND RANCH	591.75
Open	NBAZ - Warrant Clearing Account	Check	1061016	12/20/2017	Accounts Payable	XEROX CORP	6.63
Open	NBAZ - Warrant Clearing Account	Check	1061017	12/20/2017	Accounts Payable	YOUNG, JOSEPH	348.91
Open	NBAZ - Warrant Clearing Account	Check	1061018	12/20/2017	Accounts Payable	YOUNGS FUTURE TIRE	3,002.60

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

12/26/17



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

Request approval of the minutes dated December 5, 2017.

BOS Meeting Date Requested 01/03/18

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, 2017
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr. and Vice Chairman Doyel Shamley. Also present was Interim Clerk/Manager Ryan Patterson and County Attorney Michael Whiting. Supervisor Alton Joe Shepherd participated via the telephone.

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

Angela Romero led the Pledge of Allegiance.

Malena Bzurto gave the invocation.

Chairman Shirley called for the regular agenda items and stated he wanted to handle the Sheriff's agenda items first.

Brannan Eagar, Chief Deputy Sheriff, requested approval to accept the DUI Impaired Driving Enforcement grant (2018-AL-002) from the Governor's Office of Highway Safety (GOHS) in the amount of five thousand-two hundred dollars (\$5,200.00) and no matching funds are required. Chief Eagar stated this will allow for additional deputies on the road to help combat impaired driving during the holiday season and busy times of the year. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Brannan Eagar Chief Deputy Sheriff requested approval to enter into an Intergovernmental Agreement for origin and cause (arson) Fire Investigation Services between the Town of Eagar and Apache County Sheriff's Office. Chief Eagar stated this will be a minimal cost and there is a Tahoe to be transferred to the Town of Eagar to be used for transporting investigators to the crime scenes. Mr. Shamley moved approval with an amendment, seconded by Mr. Shepherd. Mr. Shamley requested the date of the contract be amended from June 27, 2017 effective date to December 5, 2017. Chief Eagar agreed to the date change. **Mr. Shamley moved approval as stated with the amendment, seconded by Mr. Shepherd.** Vote was unanimous.

Brannan Eagar, Chief Deputy Sheriff, requested approval to accept the Selective Traffic Enforcement Related Equipment (STEP) grant #2018-PTS-082 from the Governor's Office of Highway Safety (GOHS) in the amount of twenty-seven thousand dollars (\$27,000) and no matching funds are required. Chief Eagar stated this agreement would replace one of the aging motorcycles that is aging used for special events. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Mr. Shamley asked if the old vehicle will be sold at auction. Chief Eagar stated it will be kept as a swing vehicle. Vote was unanimous.

Sheriff Dedman requested approval to enter into an Intergovernmental Agreement with Navajo County, City of Holbrook, City of St. Johns, City of Show Low, Town of Pinetop-Lakeside,

Town of Snowflake, Town of Taylor, Town of Eagar, Town of Springerville, and the City of Winslow for the implementation, deployment, equipping governance and maintenance of the White Mountain Regional Special Response Team (SRT). Chairman Shirley stated it is good to work together on the many challenges and the only way to accomplish things are working together and he would like to see the Board support this agreement. No motion was made. Sheriff Dedman stated this agreement is very important because if a situation arises it needs to be addressed appropriately as the Board can see many of the representatives are present today to show their support for this vital joint agreement. Sheriff Dedman stated he knows there were issues with the agreement in the past with the Navajo Reservation not being part of the and they have their own special response team and this joint municipality agreement needs to be in place in order for Apache County to assist in any other jurisdiction. **Mr. Shamley moved to table the item until such time Sheriff Dedman meets with him, seconded by Mr. Shepherd.** Vote was unanimous.

Brannon Eagar, Chief Deputy Sheriff requested approval to accept the Selective Traffic Enforcement Program (STEP) grant. #2018-PTS-001, from the Governor's Office of Highway Safety (GOHS) in the amount of ten thousand dollars (\$10,000) with no matching funds are required. Chief Eagar stated this is a grant that allows targeting areas for speed, seat belt use and child restraint on highways and county roads. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shepherd asked for statistics on the problematic areas and how the grants will be carried out a in his District. A discussion was held regarding the area the grant can be utilized in. Mr. Shepherd stated he will send a list of problem areas in his district to the Chief Eagar and have a meeting on how best to plan to address those areas. Vote was unanimous.

Devon Brown, Community Development Director, presented the item following an public hearing, discussion and possible approval of amendment to the Apache County Zoning Ordinance Article 7, Section 730(A)(1), which would allow manufactured homes more than 15 years old to be permitted through the Conditional Use Permit process. The Planning & Zoning Commission unanimously recommended approval on November 2, 2017. Mr. Brown provided an overview of purpose of the change to the ordinance. **Mr. Shamley moved to go into a public hearing, seconded by Mr. Shepherd.** Vote was unanimous. Carl Wilkins, a real estate broker and resident of St. Johns, stated he is in favor of the amendment. Sean Bowen, a resident of the Vernon area, requested the Board approve the amendment. There was no one else wanting to address the Board. **Mr. Shepherd moved to close the public hearing, seconded by Mr. Shamley. Vote was unanimous. Mr. Shamley moved approval of the amendment to the ordinance, seconded by Mr. Shepherd.** Vote was unanimous.

ORDINANCE NO. 2017-23

AN ORDINANCE OF APACHE COUNTY BOARD OF SUPERVISORS AMENDING ARTICLE 7, SECTION 730 OF THE ZONING ORDINANCE TO ALLOW MANUFACTURED HOMES OLDER THAN 15 YEARS TO BE INSTALLED AFTER APPROVAL THROUGH THE CONDITIONAL USE PERMIT PROCESS

WHEREAS, A.R.S. §11-811 and §11-813 allows for adoption or amendment of a zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has recommended that Zoning Ordinance Article 7, Section 730 Manufactured Homes be amended to provide more flexibility in housing options for the citizens while still preserving the character of the community; and

WHEREAS, following a properly noticed public hearing held this date, the Apache County Board of Supervisors finds that the recommended amendment to the Zoning Ordinance is appropriate and should be approved,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA AS FOLLOWS:

Section 730. Manufactured homes

- A. As of June 01, 2009 all newly installed manufactured homes in Apache County shall meet the following minimum requirements:
 - 1. All newly installed manufactured homes shall be 15 years old or newer, and mobile homes shall be prohibited in all zones.
 - i. Exception – A manufactured home more than 15 years old may be permitted through a Conditional Use Permit process in the zones that allow manufactured homes.

...

SO ORDAINED by the Apache County Board of Supervisors at St. Johns, Arizona this 5th day of December 2017.

By /s/ Joe Shirley, Jr.
Chairman, Apache County Board of Supervisors

ATTEST:

/s/ Ryan Patterson
Clerk of the Board

APPROVED AS TO FORM:

/s/ Michael Whiting
County Attorney

Mr. Patterson requested approval of the Consent agenda items A-E and recommended approval. Mr. Shamley moved approval, seconded by Mr. Shepherd. County Manager/Clerk of the Board: A. Request approval of demands as distributed to the

Apache County Board of Supervisors between November 7, 2017 to November 21, 2017.

Payee Amount ADHS AZ HEALTH CARE COST 22,400.00 AVAYA COMMUNICATIONS 1,603.62 BEACON FIRE AND SECURITY LLC 1,161.60 BROWN'S PARTSMaster INC 1,710.47 CATERPILLAR FINANCIAL SERVICES CORPORATION 78,994.78 DEMCO 4,741.72 FROG WINDOW CLEANERS 1,315.00 GMCO CORPORATION 3,733.66 HOME DEPOT 1,000.55 INGRAM LIBRARY SERVICES 2,550.73 NAVAJO TRIBAL UTILITY AUTHORITY 4,571.11 NAVAJO TRIBAL UTILITY AUTHORITY 1,118.57 NAVOPACHE ELECTRIC COOPERATIVE 10,975.94 PENA, KERRY 1,038.76 QUILL CORP 4,430.16 SANOFI PASTEUR INC 1,077.95 THOMSON REUTERS WEST 4,402.94 VALLEY AUTO PARTS 3,313.42 AMERICAN FAMILY LIFE ASSURANCE 1,000.94 APACHE COUNTY TAX WITHHOLDING 149,250.22 ASRS LEGACY EORP 1,089.96 AZ STATE RETIREMENT SYSTEM 100,796.41 CORRECTIONS OFFICER RET PLAN 7,404.00 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,197.13 EORP LEGACY 1,288.26 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401 7,699.10 PUBLIC SAFETY SHERIFF RET 38,789.84 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,391.04 AZLGEBT 3,700.00 BENDER, JUDITH A 5,362.50 BEST BUY FOR BUSINESS 7,857.73 CHEVRON USA INC 1,222.42 EMPIRE MACHINERY 4,866.50 GABBY, BRUCE T 1,256.25 GMCO CORPORATION 42,727.09 HILLYARD/FLAGSTAFF 2,098.18 HOLGATE, JOE 2,697.24 NATIONAL BUSINESS FURNITURE 4,063.67 NORCHEM DRUG TESTING LABORATORY 1,011.35 PTS OF AMERICA LLC 5,245.00 QUILL CORP 3,621.65 SW ECOLOGY LLC 6,943.73 THOMSON REUTERS WEST 8,913.90 US POSTMASTER 2,437.14 VERIZON WIRELESS 1,707.66 MCCARTHY, CHRIS 1,091.95 BASHAS' CORPORATE OFFICE 24,993.14

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 the minutes dated November 7, 2017 Personnel Items: C. Recorder's Office: Request approval to change the Voter Outreach Project Coordinator (Range 36) position, to an Election Outreach Coordinator (Range 29) and fill the vacancy. This will result in a savings of eight thousand three hundred sixty-six dollars (\$8,366.00). Community Development: D. Request approval of a Conditional Use Permit allowing Sean Bowen to place a 1999 manufactured home on his 40-acre parcel. Property is located on 688 Stanford Road, in the Vernon/Concho area. A.P.N 107-49-116. The Planning & Zoning Commission unanimously recommended for approval, November 2, 2017, with no conditions. E. Request approval of a Conditional Use Permit allowing Holly Williams to erect a 60' ham radio tower on her 40-acre parcel located near Concho, Arizona. A.P.N. 212-66-138. The Planning & Zoning Commission unanimously recommended approved on November 2, 2017, with the condition to be approved only for the location specified on the site plan submitted with the application to ensure that any future owners will not erect additional towers on other locations. Vote was unanimous.

Devin Brown, Community Development Director, stated James Puls of the Paradise Park Christian Church Association is requesting a reduction of the building permit fee of \$1,040.63 to construct a 50' x 40' parsonage for clergy members to stay in, as well as a space to hold church services until a church can be constructed, located in Vernon, AZ, A.P.N 107-12-566. A discussion was held regarding the recommendation of the reduced fees. Mr. Brown stated he did not have a specific recommendation on the reduction of the fees. James Puls, the applicant

addressed the Board and provided an overview of the location of the proposed church. Mr. Puls requested waiving all fees or at least a reduction. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Mr. Shamley stated a few weeks ago a reduction was applied for another religious organization and asked Mr. Brown what those fees were reduced to. Mr. Brown stated \$150.00. Mr. Shepherd stated he would like to see one half of the fees waived for \$520.00. **Mr. Shamley amended his motion to approve with a reduction in fees to \$520.00, seconded by Mr. Shepherd.** Vote was unanimous.

Judy Bender, Chief Deputy Assessor, requested approval to create a Systems Administrator (Range 48) to be funded with savings from cancellation of professional services contract. Ms. Bender stated this change will not affect the budget and will not cost the Assessor's budget additional funds. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Mr. Shamley asked if this position will help with the flow of work. Ms. Bender stated yes. Carl Wilkins, a resident of St. Johns stated he is in favor of this new position and commented on the problem he sees as a real estate agent is, all the different departments in the county do not talk to each other very well and anything that can be done to beef up the Assessor's Office to make it more productive, he supports. Vote was unanimous.

Judy Bender, Chief Deputy Assessor, requested approval to fill the Valuation Coordinator II position (Range 29) to be funded with existing position(s) salary savings from budgeted funds for the remainder of the fiscal year. Ms. Benders stated filling this position will not affect the budget nor cost the County or Assessor additional funds. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Mr. Patterson, Interim County Manager, requested approval of a recommendation of Liquor License Application #10013024 for Rhonda Tilton, Dollar General #17515, 5 County Road 823 South, Concho, Arizona. **Mr. Shepherd moved approval, second by Mr. Shamley.** Vote was unanimous.

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

Eastern Arizona Counties meeting on December 13, 2017 at 3:00 p.m. at the County Supervisors Association, 1905 W. Washington Street in Phoenix.

The Small Counties Forum meeting on December 13, 2017 at 5:30 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.

The County Supervisors Association meeting on December 14, 2017 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street in Phoenix.

Chairman Shirley opened the floor for call to the public.

Carl Watkins, a resident of St. Johns, stated there are things the County can be doing to increase the value of the property within Apache County and a big concern he has is the County is not open on Fridays and requested the Board consider changing the hours of operation for the

Recorder, Assessor and Treasurer to deal with people who come in from out of town, to be open on Fridays to accommodate them and for recording and sale documents. No action was taken.

Mr. Shepherd moved to adjourn the regular Board meeting, seconded by Mr. Shamley.
Vote was unanimous.

Chairman Shirley called to order the Apache County Library District meeting.

SueAn Stradling-Collins, Library Director, requested approval of an Intellectual License Agreement with the City of Scottsdale, Arizona. The agreement allows two select library employees to participate in training for and use of the proprietary educational program, "Knowing and Growing" and its related materials and the cost is waived for the licenses. **Mr. Shamley moved approval.** Supervisor Shepherd lost phone connection. **Mr. Shirley seconded the motion. Motion passed.**

Mr. Shamley moved to adjourn the Library District meeting, seconded by Mr. Shirley.
Motion passed.

Approved this 3rd day of January 2018.

Alton Joe Shepherd
Chairman of the Board

Ryan Patterson
Interim 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:

12/26/17 

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

Request approval of a Special Event Liquor License for Wes Meyers, San Rafael Church Social Hall, #25 County Road 5041, Concho, Arizona for a Valentines event on February 10, 2018.

BOS Meeting Date Requested 01/03/18

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 Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

FOR DLIC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 12).

SECTION 1 Name of Organization: American Legion Post 130

Name of Licensed Contractor **only** (if any): _____

SECTION 2 Non-Profit/IRS Tax Exempt Number: 27-3501740

SECTION 3 Event Location: San Rafael Church Social Hall

Event Address: #25 County Rd. 5041, Concho, AZ 85924, Apache County

SECTION 4 Applicant must be a member of the qualifying organization and authorized by an Officer, Director, or Chairperson of the Organization.

- Applicant: Myers Wes 11/06/1942
- Applicant's mailing address: PO Box 536 Concho AZ 85924
- Applicant's home/cell phone: 928 551-2786 Applicant's business phone: (____) _____
- Applicant's email address: wesmyers42@gmail.com

I, (Print Full Name) Wes Myers declare that I am the APPLICANT filing this application as listed above. I have read the application and the contents and all statements are true, correct and complete.

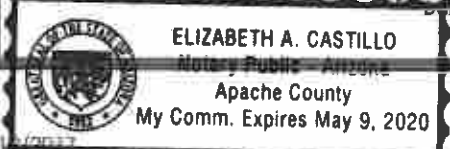
x Wes Myers ADJUTANT 12/18/2017 (928) 551-2786
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 18TH December 2017
 Day Month Year

State Arizona County of Apache

My Commission Expires on: 05/09/2020

Elizabeth A. Castillo
 Signature of Notary Public



SECTION 7 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 8

What is the purpose of this event? On-site consumption Off-site (auction/wine/distilled spirits pull) Both

SECTION 9

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event days have been issued to this organization during the calendar year? none
(The number cannot exceed 10 days per year.)

3. Is the organization using the services of a promoter or other person to manage the sale or service of alcohol? Yes No
(If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name	<u>American Legion Post 130</u>	Percentage:	<u>100%</u>
Address	<u>PO Box 536 Concho,</u>	<u>AZ</u>	<u>85924</u>
Name	_____	Percentage:	_____
Address	_____	_____	_____
	<small>Street</small>	<small>City</small>	<small>State</small> <small>Zip</small>

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

5. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

_____ Number of Police (x) 2 _____ Number of Security Personnel Fencing Barriers

Explanation: American Legion Personnel
(Temporary pylons and barrier tape/rope outlining dispensing and serving area)

SECTION 10 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days. See A.R.S. § 4-244(15) and (17) for legal hours of service.

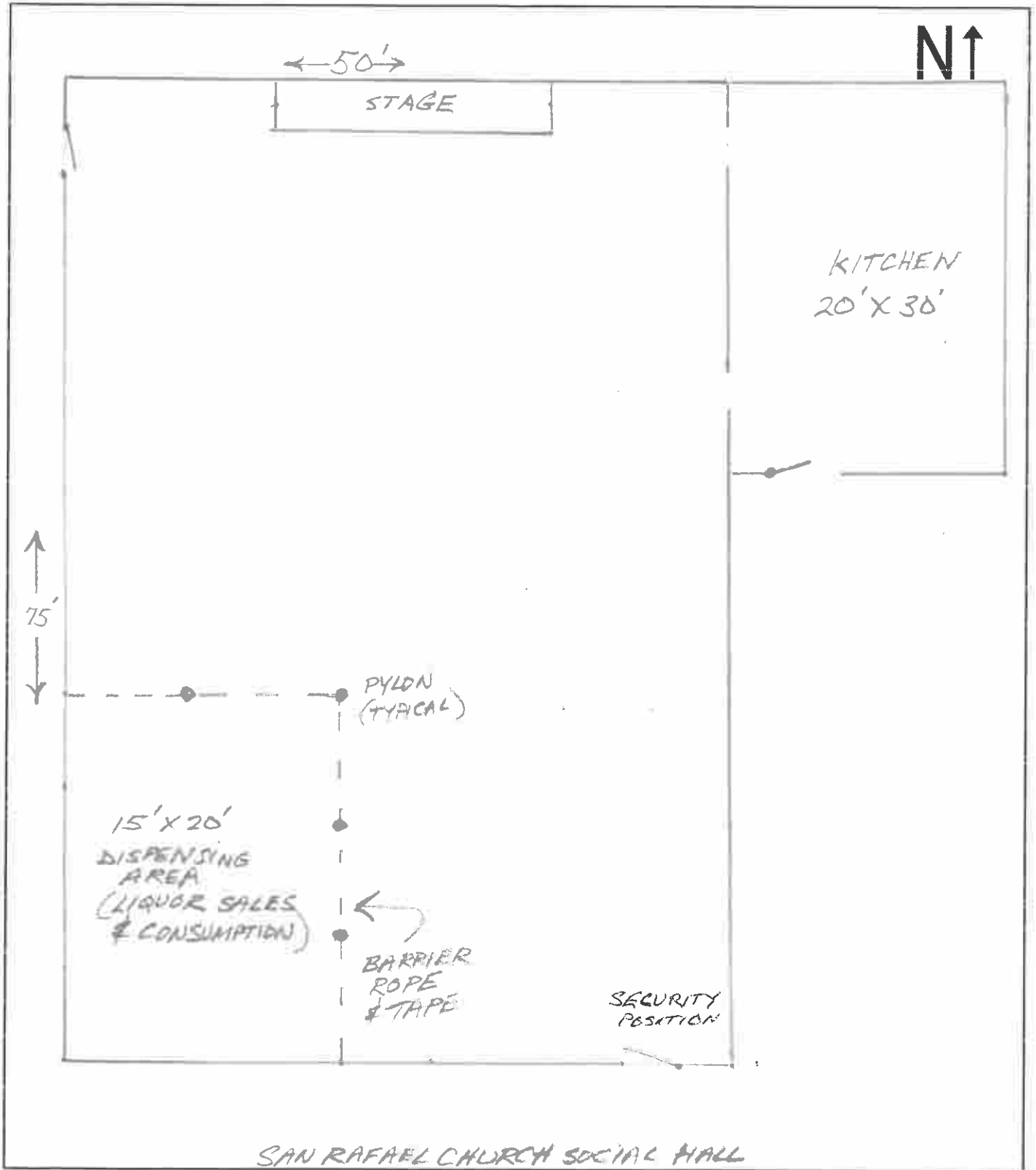
PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	02/10/2018	Saturday	7:00 PM	12:00 PM
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

SECTION 12 Local Governing Body Approval Section.

Date Received: _____

I, _____ recommend APPROVAL DISAPPROVAL
(Government Official) (Title)

On behalf of _____
(City, Town, County) Signature Date Phone

SECTION 13 For Department of Liquor Licenses and Control use only.

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidation of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: DISTRICT II Alton Joe Shepherd

Date: Signature: [Signature] Supervisor

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

District 2: Request approval for salary adjustment for the Fields Operations Manager to \$54,200.00.

Date & Time Needed: Wednesday, January 3, 2018

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

Legal Review: See email

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

[Handwritten initials]

BOARD ACTION TAKEN

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

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **DISTRICT II** Alton Joe Shepherd
Date: Signature: *[Signature]* Supervisor

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

District 2: Request approval for salary adjustment for the Operations Manager to \$45,800.00.

Date & Time Needed: Wednesday, January 3, 2018

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

Beth Bond

From: Joe Young
Sent: Wednesday, December 27, 2017 2:28 PM
To: Gabriel Freeland; Beth Bond; Ryan Patterson; Michael Whiting
Subject: RE: BOS Agenda Item - Salary Adjustment (Ops & Field Managers)

There are no legal problems with these agenda items.

From: Gabriel Freeland [mailto:gfreeland@co.apache.az.us]
Sent: Wednesday, December 27, 2017 2:25 PM
To: Beth Bond; Ryan Patterson; Michael B. Whiting
Cc: Joe Young
Subject: BOS Agenda Item - Salary Adjustment (Ops & Field Managers)

Beth, Ryan & Michael,

Attached for your review is an Agenda Item for January 3rd, 2018 BOS meeting regarding salary adjustments for our Operations Manager and Field Operations Manager. If you have any questions, please let me know.

Thanks
Gabe

APACHE COUNTY GOVERNMENT
GABRIEL FREELAND, CONTROL MANAGER



APACHE COUNTY OFFICE
TELE: (928) 755-1001
FAX: (928) 755-1226

FIELD OPERATIONS OFFICE
TELE: (928) 729-2141
FAX: (928) 729-2147

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

District One

Date/Signature: 12/27/17 [Signature]

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

Request review and approval. To extend the temporary employment of Norman Claw for an additional 30 days to end February 17, 2018.

BOS Meeting Date Requested 1/3/17

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

[Handwritten initials]

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 12/11/17 Angela C. Romero

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

- 1. Request approval of the 2018 Polling Agreements to be used in the 2018 Election Cycle: Special Election March 13, 2018, Special Election May 15, 2018, Primary Election August 28, 2018 and the General Election November 6, 2018.

BOS Meeting Date Requested 1/16/18

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review: Submitted to Doyle Shamley

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

Beth Bond

From: Joe Young
Sent: Monday, December 18, 2017 5:12 PM
To: Angela Romero
Cc: Beth Bond
Subject: RE: Election Agenda Item for BOS dated 1/16/18

I have no issues with this item.

From: Angela Romero [mailto:aromero@co.apache.az.us]
Sent: Monday, December 11, 2017 9:14 AM
To: Joe Young
Cc: Beth Bond
Subject: Election Agenda Item for BOS dated 1/16/18

Hello Joe,

For your review and approval. We have 44 polling Place Agreements. I am attaching a few Polling Agreements to show the format that is used for all 44 precincts.

Angela C. Romero

Elections Director
PO Box 428
St. Johns, Arizona
Tel: 928-337-7537
Fax: 928-337-7538

APACHE COUNTY
POLLING PLACE AGREEMENT

PRECINCT NAME: 02 Alpine
POLLING PLACE: Alpine Community Center

This AGREEMENT is made and entered into this 24 day of Oct. 2017 by and between APACHE COUNTY, hereafter called COUNTY and, ALPINE COMMUNITY CENTER, hereafter called PERMITTER.

The PERMITTER hereby agrees to allow COUNTY to use the said PERMITTER'S premises as an official polling place for APACHE COUNTY for elections to be held in 2018.

COUNTY will provide a certificate of insurance showing general liability coverage in an amount meeting the requirements of PERMITTER.

The dates covered by this AGREEMENT:

- a) March 13, 2018
- b) May 15, 2018
- c) August 28, 2018
- d) November 06, 2018

POLLING PLACE INFORMATION:

Physical Address: #12 County Road 2061, Alpine, AZ 85920

Mailing address, if different: PO Box 418 Alpine, AZ 85920 *my personal box 523*

The room where the election will be held is known to the public: Meeting Room

The person to contact for a key or admission to the premises is:

Name: Vera Cassel

Telephone No.: 928-339-1999

Name: *Vera Cassel*

Telephone No.: *928-339-1999*

Can the facility key be given to the poll worker on the Monday before the election? Yes: No:

Is the polling place accessible to the handicapped? Yes: No:

Are two (2) tables and six (6) or eight (8) chairs available? Yes: No:

Are electric outlets accessible? Yes: No:

Are extension cords available if needed? Yes: No:

Are restroom facilities available to election board? Yes: No:

Is a telephone available to election board from 5am until 9pm? Yes: No:

Does a number have to be dialed in order to reach an outside line?
If yes, then what is that number? _____

Yes: ____ No: x

During Even years will the State and Tribal polling place be in the same building?

Yes: ____ No: x

If YES, please describe exactly where the entrance and the exit will be for each voting location:

State entrance: N/A State exit: N/A

Tribal entrance: N/A Tribal exit: N/A

Approximately how many feet are there between the Tribal and the State polling entrances? N/A

If NO, to what location will the County Election be moved? N/A

PERMITTER further agrees that the COUNTY may bring to the premises, several days prior to the election, voting machines, tables, chairs and any other equipment necessary to adequately and conveniently conduct the election. The facility shall make available, adequate space in the facility, to conduct the election.

PERMITTER further agrees to allow the presence of personnel in the above described premises on said election dates from 5:00 a.m. until such time as all necessary election business is completed.

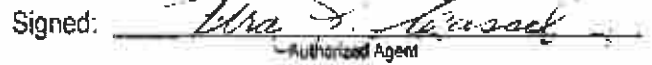
NOTE: Prior to the election, the INSPECTOR of the Precinct Election Board will arrange for admission to the premises through the contact person named above.

PERMITTER shall receive no monetary consideration for the COUNTY'S use of the said premises hereunder. The parties hereto do not intend to acquire any property pursuant to this agreement.

COUNTERSIGNED:


Election Director

PERMITTER:

Signed: 
Authorized Agent

Title: Representative Alpine Community Center

Telephone No.: 928-339-4330 or 928-339-1999

Fax No.: N/A

Email: VLcassel@outlook.com

Email: _____

Complete, sign and return completed form to the:

Apache County Elections Department
Attention: Angela C. Romero, Director,
P. O. Box 428, St. Johns, AZ 85936
OR Fax: (928) 337-7538

OR Email: aromero@co.apache.az.us or mclark@co.apache.az.us

Thank you for your support in Apache County Elections.

**ELECTION
DEPARTMENT**

To: Apache County Board of Supervisors

From: Angela Romero

Date: 12/11/17

Re: Approval of 44 Polling Agreements to be used for the 2018 Election Cycle.

PRO STATEMENTS: Have all Polling Agreements in place to ensure a secured site for all elections being held in the 2018 Election Cycle.

CON STATEMENTS: NONE

Apache County Polling Places Master List- "2018" (* County is moved on even years)

Precinct Name	Polling Location	Physical Address	City / Town / Place
02 ALPINE	Alpine Community Center	#12 County Road 2061	Alpine AZ 85920
03 CANYON DE CHELLY	Chinle Community Center	US HWY 191	Chinle AZ 86503
05 CHINLE	Chinle Community Center	US HWY 191	Chinle AZ 86503
09 CONCHO	Concho Elementary School	6 County Road 5101	Concho AZ 85924
10 CORNFIELDS	Cornfields Chapter House - Headstart Room	8 mile South of Burnside Junction N15	Ganado AZ 86505
* 11 COTTONWOOD - Even YR	Cottonwood Senior Center	Rt 4 Cottonwood Chapter premises	Chinle AZ 86503
11 COTTONWOOD - Odd YR	Cottonwood Chapter House	Chapter House Road N4	Chinle AZ 86503
12 CORONADO	Apache County Annex-Pera Gym	75 W. Cleveland	St. Johns AZ 85936
13 DENNEHOTSO	Dennehotso Chapter House	1/2 mile SW of Dennehotso School	Dennehotso AZ 86535
16 EAGAR	Eagar Town Hall	22 West 2ND Street	Eagar AZ 85925
17 FLAT TOP	Life In Christ Fellowship	11 South Hamblin St.	Eagar AZ 85925
19 FT DEFIANCE	Fort Defiance Chapter House	Navajo Route 112	Ft. Defiance AZ 86504
22 GANADO NORTH	Ganado Uni Sch. Dist. (Fieldhouse)	HWY 264	Ganado AZ 86505
23 GANADO SOUTH	Ganado Chapter House	Chapter Dr. HWY 264	Ganado AZ 86505
25 GREER	Greer Fire House Station	38974 State Route 373	Greer AZ 85927
27 HOUCK	Houck Chapter House	Exit 348	Houck AZ 86506
29 KINLICHEE	Kinlichee Chapter House	8 Miles E. of Ganado, 27 miles W. of W/R	St. Michaels, AZ 86571
31 KLAGETOH	Klagetoh Chapter House	15 miles South of State 264 on HWY 191	Ganado, AZ 86505
33 LUKACHUKAI	Lukachukai Chapter House	1/2 Mile S of N12 Mile Post 1	Lukachukai AZ 86507
35 LUPTON	Tsesiani Multipurpose Bldg	I-40 Exit 357 Rt 12	Lupton AZ 86508
37 MCNARY	McNary Community Center	103 S Cady	White River, AZ 85930
* 39 MANY FARMS - Even YR	Many Farms Senior Center	HWY 191 W. of N. Route 59	Many Farms AZ 86538
39 MANY FARMS - Odd YR	Many Farms Chapter House	HWY 191 W. of N. Route 59	Many Farms AZ 86538
41 MEXICAN WATER	Mexican Water Chapter House	HWY 160-BIA Road 5056	Teec Nos Pos, 86514
43 NAZLINI	Nazlini Senior Center	500 Yards N of the Nazlini Chapter House within chapter compound	Nazlini AZ 86540

45 NUTRIOSO	Nutriosos Community Center	County Rd 2016 #8	Nutriosos AZ 85932
46 OAK SPRINGS	Oak Springs Headstart Bldg	8 Miles North of Lupton, CH & I-40, Exit 357 11 miles North on N-12	Window Rock AZ 86515
48 PUERCO	Nahata Dziil Commission Governance	Red Sand View Drive	Sanders AZ 86512
51 RED MESA	Red Mesa School Conf. Rm	HWY 160 Mile Post 448	Teec Nos Pos AZ 86514
52 RED VALLEY	Red Valley Chapter House	HWY 491 Route N13 Buffalo Dr. Bldg. R006-001	Red Valley AZ 86544
* 54 ROCK POINT	Rock Point Senior Center	HWY 191	Rock Point AZ 86545
54 ROCK POINT	Rock Point Chapter House	Hwy 191	Rock Point AZ 86545
56 ROUGH ROCK	Rough Rock Chapter House	Hwy 8066	Chinle AZ 86503
58 ROUND ROCK	Round Rock Chapter House	1/2 Mile E of Junction 191	Round Rock AZ 86547
59 ROUND VALLEY	High School Auditorium	565 N. Butler St.	Eagar AZ 85925
61 ST JOHNS	Apache County Annex-Pera Gym	75 W. Cleveland	St. Johns AZ 85936
65 ST MICHAELS	St. Michaels Chapter House	Hwy 264 Across IHS Building	St. Michaels AZ 86511
67 SAWMILL	Sawmill Chapter House	Mile Post 14 on N-7 (across from Sawmill Primary School)	Ft. Defiance, AZ 86504
70 SPRINGERVILLE	Town of Springerville Conf Room	418 East Main Street	Springerville AZ 85938
74 STEAMBOAT	Steamboat Chapter House	HWY 264, Mile Post 426	Ganado, AZ 86505
76 SWEETWATER	Sweetwater Chapter House	14 Miles S of Red Mesa Store	Teec Nos Pos AZ 86514
78 TACHEE	Blue Gap/Tachee Chapter House	Blue Gap Chapter House	Blue Gap AZ 86520
80 TEEC NOS POS	Teec Nos Pos Road Yard	HWY 160 Bia School RD # N 5114	Teec Nos Pos AZ 86514
82 VERNON	Vernon Public Library (Community Ctr)	10 CR 3142	Vernon AZ 85940
84 WHEATFIELDS	Tsaile /Wheatfields Chapter House	Rt. 12 & Rt. 64 - 8 Miles S on Rt. 12	Tsaile AZ 86556
86 WIDE RUINS	Wide Ruins Modular Building #1317 and 1318	18 Miles N of I-40 on HWY 191	Chambers AZ 86502
88 WINDOW ROCK	Navajo Nation Museum	Hwy 264 and Postal Loop Rd	Window Rock AZ 86515

= precinct located in the Navajo Nation

= precinct located in the White Mountain Apache Indian Reservation



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name:

DISTRICT II

Alton Joe Shepherd

Date:

Signature:

Supervisor

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

District 2: Request approval for the purchase of TOPCON GPS controls by RDO Integrated Controls in the amount \$60,900.00 which will be broken down into two payments of \$30,450.00: one for this fiscal year and the other for next fiscal year.

Date & Time Needed: _____

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

Legal Review: _____

See 9 month

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

RP

BOARD ACTION TAKEN

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

Signature Clerk of Board



APACHE COUNTY BOARD OF SUPERVISORS
DISTRICT 2

ALTON JOE SHEPHERD



MEMORANDUM:

TO: Alton Joe Shepherd, Supervisor
Apache County District 2

FROM: 
Patrick Martinez, Field Operation Manager

DATE: December 08, 2017

SUBJECT: Integrated Controls (GPS)

District 2 has been working towards integrated controls for our graders to make our field operations more effective, sufficient and productive as I have had two different GPS controls by RDO Integrated controls and SITECH tried on two different occasion. Our field staff along with NDOT operators have tried both to see which is user friendly and cost effective.

I have come to the conclusion of TOPCON GPS controls over TRIMBLE GPS primarily to the fact of it being more user friendly and with recommendations from field staff of both entities that have actually put both to the test.

Supervisor with your consent of approval I would like for Apache County District 2 to invest in TOPCON GPS controls for our grader to be more efficient and productive.

*SEE ATTACHED QUOTES

✓ Approval _____ Disapproval



Alton Joe Shepherd, Supervisor
Apache County District 2

Cc: Flora Nea
Lubris Freeland
Gilbert Arviso
Bernice Bestay

“Better Roads, Better Communities”

GANADO ADMINISTRATION OFFICE
P.O. Box 899
GANADO, AZ 86505
PHONE 928-755-3881
FAX 928-755-3226

FORT DEFIANCE DISTRICT OFFICE
P.O. Box 1170
FORT DEFIANCE, AZ 86504
PHONE: 928-729-2141
FAX: 928-729-2147



Retail Purchase Order

RDO Equipment Co.
 5500 East Penstock Avenue
 Flagstaff AZ, 86004
 Phone: (928) 526-0639 - Fax: (928) 526-2498

Bill To:
 APACHE COUNTY FINANCE
 PO BOX 428
 SAINT JOHNS, AZ, 85936
 APACHE (001)
 (928) 337-7612

Purchase Order Date: 12/19/2017
 Purchase Order #: 1036058
 Purchaser Account #: 4903006
 Customer Purchase Order #: TBD
 Customer Sales Tax Exempt #: None

Customer Purchaser Type:
 Customer Market Use:
 Location of First Working Use: SAINT JOHNS, AZ, 85936
 Dealer Account Number: 177633
 Account Manager: Jordan Daughters
 Phone:
 Fax: (602) 233-0383
 Email: JDaughters@rdoic.com

Comments

PAYMENT DUE IN FULL BY 07/06/18

Equipment Information

Quantity	Stock Number	Hours (approx.)	Make / Model Additional Items	List Price Per Unit	Cash Price
1	TBD	0	HW KIT, CAT 14M CAN MC-R3 Outside Parts and Labor INSTALL		\$3,500.00 \$1,500.00
1	TBD	0	ASSY, MCR3 DUAL DIG II W/O BT NO-OAF Other 10 DAYS ON SITE TRAINING Other MAGNET OFFICE SITE 1 YR Other FLEET SHIELD 1 YR Other NEW CUSTOMER DISCOUNT		\$40,614.27 \$15,000.00 \$2,100.00 \$3,500.00 (\$37,214.27)
Equipment Subtotal:					\$29,000.00

Purchase Order Totals

Balance: \$29,000.00
 Tax Rate 3: (AZNA 5%) \$1,450.00
 Sales Tax Total: \$1,450.00
 Sub Total: \$30,450.00
 Cash with Order: \$0.00
 Balance Due: **\$30,450.00**

Legal Information

For the Integrated Controls Equipment

Warranty Disclaimer and Limitation of Liability - EXCEPT FOR WARRANTIES EXPRESSLY AND SPECIFICALLY MADE HERIN, OR BY THE MANUFACTURER OF THE PRODUCT BEING PURCHASED, RDO INTEGRATED CONTROLS MAKES NO OTHER WARRANTIES, AND ANY POSSIBLE LIABILITY OF RDO INTEGRATED CONTROLS HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RDO INTEGRATED CONTROLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT PROVIDED HEREUNDER UNLESS OTHERWISE PROVIDED BELOW. THIS EQUIPMENT IS SOLD AS IS WITH NO WARRANTY PROVIDED LESS THAN PROVIDED FROM THE MANUFACTURER.

ACKNOWLEDGEMENTS - I (we) promise to pay the balance due shown above in cash, or to execute a Time Sales Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges as shown thereon or execute a Lease Agreement, on or before delivery of Equipment entered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished and I (we) hereby grant a security interest to RDO Integrated Controls in the equipment.

FCC Regulations - It is the responsibility of the end user to understand and be compliant with FCC regulations concerning the registration of radio frequencies for operating equipment equipped with radio modems.

It is the responsibility of the end user to understand and comply with regulations for the use and flight of aerial vehicles under United States, international civil aviation and export control policies, laws and regulations. Unmanned Aircraft Systems (UAS) acquired from RDO Equipment Co. or RDO Integrated Controls (RDOIC) are to be used in compliance with the laws, regulations and policies that govern the flight of aircraft in the United States. UAS products acquired from RDO are subject to U.S. export controls when in the United States and subject to the laws of other export control authorities when outside the United States. The Undersigned acknowledges that it is likely that the UAS purchased from RDO will require a license for export from the United States and other countries. The Undersigned agrees that it will determine any export and reexport license requirements to export the UAS products from the United States or any other country and, as applicable, to reexport the products outside the United States, will obtain any export or reexport license or other official authorization, and will carry out any customs formalities for the export or reexport of the UAS products, such as using a duly authorized agent, and The Undersigned also agrees that it will not export, sell, use, or transfer UAS products acquired from RDO in violation of any applicable U.S. or non-U.S. export control, embargoes, sanctions or other laws and regulations. The undersigned certifies that all of the facts contained in this statement are true and correct to the best of its knowledge and it does not know of any additional facts that are inconsistent with the above statements. It shall promptly send a replacement certification to RDO disclosing any material change of facts or intentions described in this certification that occur after this certification is prepared and forwarded to:

SIC Information - Please be advised that RDO Integrated Controls has assigned its rights to sell Topcon and Carlson rental equipment (as defined under SIC code #3531 and as described in this document) and the rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange LLC, as part of IRC Sec. 1031 exchange.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgment:

(Customer's Signature)

_____/_____/_____
Date Accepted

Equipment Options

Qty	Serial Number	Make / Model	Description
1	TBD	HW KIT, CAT 14M CAN MC-R3	9223G-04 HW KIT, CAT 12M CAN MC-R3
1	TBD	ASSY, MCR3 DUAL DIG II W/O BT NO-OAF	9908-0022 ASSY, MCR3 DUAL DIG II W/O BT NO-OAF



Retail Purchase Order

RDO Equipment Co.
5500 East Penstock Avenue
Flagstaff AZ, 86004
Phone: (928) 526-0639 - Fax: (928) 526-2498

Bill To:
APACHE COUNTY FINANCE
PO BOX 428
SAINT JOHNS, AZ, 85936
APACHE (001)
(928) 337-7612

Purchase Order Date: 12/19/2017
Purchase Order #: 1036049
Purchaser Account #: 4903006
Customer Purchase Order #: TBD
Customer Sales Tax Exempt #: None

Customer Purchaser Type:
Customer Market Use:
Location of First Working Use: SAINT JOHNS, AZ, 85936
Dealer Account Number: 177633
Account Manager: Jordan Daughters
Phone:
Fax: (602) 233-0383
Email: JDaughters@rdolc.com

Comments

PAYMENT DUE IN FULL BY 12/30/17

Equipment Information

Quantity	Stock Number	Hours (approx.)	Make / Model Additional Items	List Price Per Unit	Cash Price
1	X729216	0	KIT, GX-55 TWIN GNSS		\$16,000.00
1	X729567	0	KIT, COMMON 3D GRADER TWIN GPS 14/16		\$5,000.00
1	TBD	0	KIT, CAT M3 MC2 ADD-ON Outside Parts and Labor INSTALL		\$8,000.00

Equipment Subtotal: **\$29,000.00**

Purchase Order Totals

Balance: \$29,000.00
Tax Rate 3: (AZNA 5%): \$1,450.00
Sales Tax Total: \$1,450.00
Sub Total: \$30,450.00
Cash with Order: \$0.00
Balance Due: **\$30,450.00**

Legal Information

For the Integrated Controls Equipment:

Warranty Disclaimer and Limitation of Liability - EXCEPT FOR WARRANTIES EXPRESSLY AND SPECIFICALLY MADE HEREIN, OR BY THE MANUFACTURER OF THE PRODUCT BEING PURCHASED, RDO INTEGRATED CONTROLS MAKE NO OTHER WARRANTIES, AND ANY POSSIBLE LIABILITY OF RDO INTEGRATED CONTROLS HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RDO INTEGRATED CONTROLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT PROVIDED HEREUNDER, UNLESS OTHERWISE PROVIDED BELOW. THIS EQUIPMENT IS SOLD AS IS WITH NO WARRANTY PROVIDED LESS THAN PROVIDED FROM THE MANUFACTURER.

ACKNOWLEDGEMENTS - I (we) promise to pay the balance due shown above in cash, or to execute a Time Sales Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges as shown thereon or execute a Lease Agreement, on or before delivery of Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished and I (we) hereby grant a security interest to RDO Integrated Controls in the equipment.

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It is the responsibility of the end user to understand and comply with regulations for the use and flight of aerial vehicles under United States, international civil aviation and export control policies, laws and regulations. Unmanned Aircraft Systems (UAS) acquired from RDO Equipment Co. or RDO Integrated Controls (RDOIC) are to be used in compliance with the laws, regulations and policies that govern the flight of aircraft in the United States. UAS products acquired from RDO are subject to U.S. export controls when in the United States and subject to the laws of other export control authorities when outside the United States. The Undersigned acknowledges that it is likely that the UAS purchased from RDO will require a license for export from the United States and other countries. The Undersigned agrees that it will determine any export and reexport license requirements to export the UAS products from the United States or any other country and, as applicable, to reexport the products outside the United States, will obtain any export or reexport license or other official authorization, and will carry out any customs formalities for the export or reexport of the UAS products, such as using a duly authorized agent, and The Undersigned also agrees that it will not export, sell, use, or transfer UAS products acquired from RDO in violation of any applicable U.S. or non-U.S. export control, embargo, sanctions or other laws and regulations. The undersigned certifies that all of the facts contained in this statement are true and correct to the best of its knowledge and it does not know of any additional facts that are inconsistent with the above statements. It shall promptly send a replacement certification to RDO disclosing any material change of facts or intentions described in this certification that occur after this certification is prepared and forwarded to:

SIC Information - Please be advised that RDO Integrated Controls has assigned its rights to sell Topcon and Carlson rental equipment (as defined under SIC code #3531 and as described in this document) and the rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange LLC, as part of IRC Sec. 1031 exchange.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

_____/_____/_____
Date Accepted

Equipment Options

Qty	Serial Number	Make / Model	Description
1	1372-14522	KIT, GX-55 TWIN GNSS	None
1	531-4178	KIT, COMMON 3D GRADER TWIN GPS 14/16	None
1	TBD	KIT, CAT M3 MC2 ADD-ON	1006597-01 KIT, CAT M3 MC2 ADD-ON



SITECH Southwest, LLC
 1835 S. MacDonald Suite 101
 Mesa, AZ 85210
 P: 602-437-0410

SHIP WEEK	PAGE	QUOTATION NO.	CANCEL DATE	CUST. NO.
	1	15614		8301

QUOTATION

SOLD TO

Apache County Engineering
 P O Box 428

Saint Johns AZ 85936-0428
 USA

SHIP TO

QUOTE DATE 10/16/17	PURCHASE ORDER NO.	SHIP VIA	F.O.B.	TERMS C.O.D
BUYER Patrick Martinez	EXPIRE DATE 11/16/17	LOCATION	SALESPERSON Ron Morris	TERRITORY
ITEM NO.	Description	QTY ORDER	UNIT PRICE	EXTENSION

Complete Base, Rover and Data Collector

85985-95	Kit - GNSS SPS855 & SPS985 900 MHz USA/CAN	1	\$ 17,945.00	\$ 17,945.00
IS50990-11	Upgrade - Precise Base SPS985 / SPS855 Constructi	1	\$ 2,300.00	\$ 2,300.00
IS50990-12	Upgrade - Precise Rover SPS985 / SPS855 Construc	1	\$ 4,600.00	\$ 4,600.00
IS51951-20	Option - GLONASS SPSx5x / SPS88x / SPS985 Cor	2	\$ 1,000.00	\$ 2,000.00
55201-00	Kit - 2m Range Pole GPS Kit	1	\$ 525.00	\$ 525.00
TSC3562-1	CU - TSC3 w/SCS900 core module qwerty no interi	1	\$ 5,495.00	\$ 5,495.00
72758-00	Trimble H&H TSC3 Accessory - Range Pole Bracket	1	\$ 175.00	\$ 175.00
28959-00	TRIPOD - ADJUSTABLE HEIGHT 2M FOR GPS	1	\$ 745.00	\$ 745.00
56500-90	KIT - EXTERNAL RADIO ANTENNA 900MHZ R	1	\$ 395.00	\$ 395.00
	Subtotal			\$ 34,180.00

Equipment comes with 12 months manufacturer warranty, additional 12 months is available for \$1,945.00

EWGCC-SPSGNSS-SYSTEM	Ext Warr - SPS GNSS Base & Rover System -2 SPS I	1		
	Subtotal			\$ 0.00

Purchase includes 8 hours in field training with the first 90 days of purchase, additional formal training can be provided for \$600 a day.

Training CS	Training	1		
	Subtotal			\$ 0.00

30% GSA pricing discount, see highlight below

REMARKS

Base Station

TOTAL	SUBTOTAL	FREIGHT	TAX	
\$ 34,180.00	\$ 10,254.00	\$ 23,926.00	\$ 45.00	\$ 1,926.05
For Terms and Conditions please visit our website www.sitechsw.com				TOTAL ORDER VALUE
				\$ 25,897.05



SITECH Southwest, LLC
 1835 S. MacDonald Suite 101
 Mesa, AZ 85210
 P: 602-437-0410

SHIP WEEK	PAGE	QUOTATION NO.	CANCEL DATE	CUST. NO.
	1	15613		8301

QUOTATION

SOLD TO

Apache County Engineering
 P O Box 428

Saint Johns AZ 85936-0428
 USA

SHIP TO

QUOTE DATE 10/16/17	PURCHASE ORDER NO.	SHIP VIA	F.O.B.	TERMS C.O.D
BUYER Patrick Martinez	EXPIRE DATE 11/16/17	LOCATION	SALESPERSON Ron Morris	TERRITORY
ITEM NO.	Description	QTY ORDER	UNIT PRICE	EXTENSION

3D GPS Cab Kit				
90460-50	Control Box CB460 w/ Software AccuGrade	1	\$ 6,565.00	\$ 6,565.00
92040-97	Option Key - GCS900 3D Automatics Motor Grader	1	\$ 6,888.00	\$ 6,888.00
84705-11	Kit - Install Grader Single Fixed Mast AccuGrade	1	\$ 4,370.00	\$ 4,370.00
95106-51	FRU - GNSS Receiver Autonomous SBAS/DGPS GP	1	\$ 5,586.00	\$ 5,586.00
96000-20	Option Key - MS9xx Full RTK	1	\$ 4,655.00	\$ 4,655.00
96000-30	Option Key - MS9xx GLONASS	1	\$ 1,750.00	\$ 1,750.00
82162-10	Case - (2) MS99x TD520/CB450/CB460	1	\$ 380.00	\$ 380.00
97007-80	FRU - Radio SNR930 On-Machine US/CAN/AUS/N	1	\$ 3,000.00	\$ 3,000.00
	Subtotal			\$ 33,194.00

 System comes with 12 months standard warranty, additional 12 months warranty can be purchased for \$2,995.00

EWHCC-MC3D-SYSTEM	GCS Ext Warranty - MC3D System - CB & Field SW	1		
	Subtotal			\$ 0.00

 Purchase includes 8 hours in field training with the first 90 days of purchase, additional formal training can be provided for \$600 a day.

Training CS	Training	1		
	Subtotal			\$ 0.00

 30% GSA pricing discount, see highlight below

REMARKS

Single GPS Cab Kit

TOTAL	SUBTOTAL	FREIGHT	TAX	
\$ 33,194.00	\$ 9,958.20	\$ 23,235.80	\$ 45.00	\$ 23,280.80
For Terms and Conditions please visit our website www.sitechsw.com				TOTAL ORDER VALUE



SITECH Southwest, LLC
 1835 S. MacDonald Suite 101
 Mesa, AZ 85210
 P: 602-437-0410

SHIP WEEK	PAGE	QUOTATION NO.	CANCEL DATE	CUST. NO.
	1	15402		8301

QUOTATION

SOLD TO

Apache County Engineering
 P O Box 428

Saint Johns AZ 85936-0428
 USA

SHIP TO

QUOTE DATE 08/31/17	PURCHASE ORDER NO.	SHIP VIA	F.O.B.	TERMS C.O.D
BUYER Patrick Martinez	EXPIRE DATE 09/30/17	LOCATION	SALESPERSON Ron Morris	TERRITORY
ITEM NO.	Description	QTY ORDER	UNIT PRICE	EXTENSION

ITEM NO.	Description	QTY ORDER	UNIT PRICE	EXTENSION
120M2 Non-ARO Ready, Cross Slope, Cat Aftermarket Kit				
74105-354	Kit - Base, Cat, Grader, 12M 120M, Cat Grade Contro	1	\$ 2,050.00	\$ 2,050.00
74105-164	Kit - Base, Cat, Grader, M / M2 Series CGC, AccuGr	1	\$ 1,166.00	\$ 1,166.00
97054-10	FRU - Power Module PM410	1	\$ 756.00	\$ 756.00
84705-01	Kit - Install, Trimble Ready, Cross Slope Sensors, Gra	1	\$ 1,995.00	\$ 1,995.00
482-4421	SubKit - Custom I, Cat, Grader, PM400, CAT Grade c	1	\$ 215.00	\$ 215.00
482-4420	Advanced Control Joystick Kit	1	\$ 2,100.00	\$ 2,100.00
The SEA (Software Enabled Attachment) below is optional and if selected allows the machine display to be used for 2D Cross Slope Control without the need to have the 3D Control Box.				
363-7275	MG Cross Slope SEA	1	\$ 3,688.19	\$ 3,688.19
	Subtotal			\$ 11,970.19

Install Labor and Measure-Up				
ITEM NO.	Description	QTY ORDER	UNIT PRICE	EXTENSION
Labor CS	Labor	1	\$ 1,200.00	\$ 1,200.00
	Subtotal			\$ 1,200.00

30% GSA pricing discount, see highlight below

REMARKS
 Cat Cross Slope System

TOTAL	SUBTOTAL	FREIGHT	TAX	
\$ 13,170.19	\$ 3,591.00	\$ 9,579.19	\$ 45.00	\$ 9,624.19
For Terms and Conditions please visit our website www.sitechsw.com				TOTAL ORDER VALUE



Technology Comparison

Prepared for Apache County

12.5.17

EMPLOYEES

CUSTOMERS

MANUFACTURER
PARTNERS

OWNERS

COMMUNITIES

Basic System



- Both RDO and Sitech quoted a basic Single Antenna motor grader machine control system for 33k.
 - Features that Topcon provides that Trimble can not
 - Touch screen control
 - Intuitive menus for ease of use for operators
 - Upgrade to mc2 if desired

EMPLOYEES

CUSTOMERS

MANUFACTURER
PARTNERS

OWNERS

COMMUNITIES

Upgraded System



- RDO provided a quote for a state of the art machine control system exactly as demonstrated on site.
 - The items added to Basic System to arrive at 58k
 - Patented and exclusive mc2 system that is second to none.
 - Twin antenna to provide machine heading
 - Sitelink to provide access for anyone to see the operator screen to use for training and troubleshooting
 - 10 days of training to be used as requested
 - Modeling software to design own models
 - Fleet Shield Services to provide phone support and 4 hours of free travel time and many other benefits

EMPLOYEES

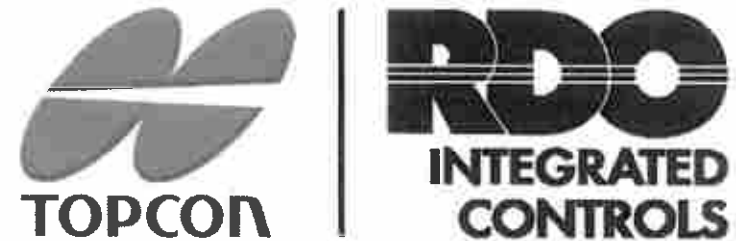
CUSTOMERS

MANUFACTURER
PARTNERS

OWNERS

COMMUNITIES

RDO vs Sitech



- Sitech response to RDO quote does not respond to customers needs and lacks in a few areas
 - Does not attempt to match Topcon twin antenna by quoting Trimble's dual mast system.
 - Does not match accuracy and responsiveness of mc2 because Trimble doesn't have the technology
 - Does not provide modeling software (Magnet office site)
 - Does not quote training based on customer needs (10 days training)
 - Does not provide travel time discounts (Fleet Shield Services)
 - Does not provide access to a world class Solution Center with experts ready to assist with any issue (Fleet Shield Services)
 - Does not quote Trimble's connected site tool for remote access (Site Link)
 - Does provide free conversion software for modeling that is free with RDO as well

EMPLOYEES

CUSTOMERS

MANUFACTURER
PARTNERS

OWNERS

COMMUNITIES



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Beth Bond

From: Joe Young
Sent: Wednesday, December 27, 2017 2:28 PM
To: Gabriel Freeland; Beth Bond; Ryan Patterson; Michael Whiting
Cc: Brian Hounshell; Kendra Tso; Patrick Martinez; Flora Nez
Subject: RE: BOS Agenda Item - TOPCON GPS (RDO)

Thanks Gabe. I do not have any legal issues with the documents you submitted or with the agenda item language. I do want to make sure we meet the requirements of our procurement policy. Is RDO Integrated Controls a sole source for these controls? I do not know the facts, but it sounds from your memo it may be, and in that case the policy is satisfied with your written determination. If not, does RDO have a state contract or contract with another public agency where we can enter a cooperative procurement agreement? If so, we are also fine with the procurement policy.

If neither of those two situations apply, the procurement policy requires we at least attempt to get three written quotes, and if we do not get responses, document our attempts to get three quotes.

I hope this helps, thanks.

From: Gabriel Freeland [mailto:gfreeland@co.apache.az.us]
Sent: Wednesday, December 27, 2017 2:15 PM
To: Beth Bond; Ryan Patterson; Michael B. Whiting
Cc: Brian Hounshell; Kendra Tso; Patrick Martinez; Flora Nez; Joe Young
Subject: BOS Agenda Item - TOPCON GPS (RDO)

Beth, Ryan & Michael,

Attached for your review is an Agenda Item for the January 3rd 2018 BOS meeting by Supervisor Shepherd. If you have any questions, please let me know.

Thanks
Gabe

APACHE COUNTY DISTRICT 2
Gabriel Freeland, District Manager



Canonville District Office
TELE: (928) 750-3001
FAX: (928) 750-3220

Fort Defiance Office
TELE: (928) 729-2141
FAX: (928) 729-2147

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Date/Signature:

Dea Ryan *BSJ*

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

Discussion and possible action regarding chief deputy salary ranges

BOS Meeting Date Requested 01/03/18

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

RP

Range	Min	Mid	Max
56	\$50,554.00	\$63,193.00	\$75,831.00
60	\$55,802.00	\$69,753.00	\$83,703.00

As you recall we selected 56 because it is closest 100% midpoint to the current salaries of the present Chief Deputies who are making \$63,347.14.

Using the range of 60 will put the Chief Deputy's at 90.81% of range.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

Dee Ryan *[Signature]*

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 action regarding upcoming legislative issues.

BOS Meeting Date Requested 01/03/18

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

RP

The Aarons Company LLC
4315 N. 12th St. Suite 200 Phoenix, AZ 85014

Barry M. Aarons - Cell 602 315 0155 E-mail aarons1231@aol.com
Laura K. Magnus - Cell 602 909 4326 E-mail lmagnusa@gmail.com
Elise Kulik - Cell 602 939 5713 E-mail ekulikaz@gmail.com

Memorandum

To: Ryan Patterson, Interim County Manager
From: Barry M. Aarons, Legislative consultant
Topic: Recommendations for Board on Legislative Positions
Date: December 18, 2017

Per our conversations in the November Board of Supervisors study session I suggest that the Board consider adopting the following positions in preparation for the 2018 Regular session of the Arizona Legislature.

- Support continuation of the \$1,273,800 “community college rural reimbursement subsidy” which allocated \$699,300 to Apache County in the fiscal 2017 – 2018 budget.
- Support the permanent discontinuance of the use of Highway User Revenue Fund (HURF) resources for purposes other than road activities; identifying and enacting revenue enhancements for the existing HURF distribution system; and, identifying and enacting policies that improve efficient utilization of transportation resources (per adoption by the County Supervisors’ Association).
- Support securing county in-lieu lottery appropriations for rural counties in an amount no less than \$550,000 (per adoption by the County Supervisors’ Association).
- Support the continued inclusion of “flexibility language” in the state budget (per adoption by the County Supervisors’ Association).
- Support legislation enabling “primitive road designations” (per adoption by the County Supervisors’ Association).
- Support the resolution to fund the Department of Veterans Affairs to provide an office in Apache County (per adoption by the County Supervisors’ Association).
- Support legislation that would allow for placement of medium and/or minimum-security state prisoners in county jails including legislation authorizing an aggravated driving under the influence jail program; legislation allowing for a county jail to be used for a state prisoner regional reentry program; or, such other legislation necessary to accommodate such placement.
- Support removal of the moratorium to allow for the creation of a fire district including Ganado, Chinle and other contiguous communities (per recommendation of Supervisor Shepherd).
- Support initiating a review of current formulas for funds distribution to determine possible more equitable distributions for rural counties (per Supervisor Shepherd).
- Support efforts to coordinate with the State Land Department towards the availability of juniper and pinion resources for commercial utilization (per recommendation of Supervisor Shamley).
- Support a freeze on property taxes for persons over 65 and veterans.
- Advocate for a Motor Vehicle Division office in Southern Apache County (per Supervisor Shamley).
- Advocate for increased state support for the sheriff’s department (per Supervisor Shamley).
- Reduce Fire Districts’ state and federal commitments (per Supervisor Shamley).

I believe that we may have language acceptable to the other counties and Department of Corrections for an aggravated driving under the influence jail program.

Please let me know if you need additional supporting materials or explanations. These are all items that our supervisors have previously either supported or discussed supporting.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

datetime stamp

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

Doyel Shamley

Date/Signature: 18Dec17

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

Discussion and possible approval of Nutrioso Community Center operating agreement (renewal).

BOS Meeting Date Requested: 03Jan18

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

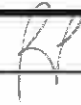
Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



MANAGEMENT AGREEMENT

This Management Agreement is made by and between the Apache County Board of Supervisors (“County”) and the Nutrioso Community Association, Inc. (“Manager”), an Arizona non-profit corporation and IRS approved Sec. 501(c)(3) charity, formed for, but not limited to, the “development of a community center, either through assisting government in renovating the old Nutrioso School or developing an alternate site.”

Property Description – Old Nutrioso School (aka Nutrioso Community Center) as more particularly described below:

Lot 3, Block 18, of Nutrioso Townsite, according to the plat of record in the Office of the County Recorder of Apache County, Arizona, recorded in Book 1 of Maps, page 3. With a physical address of #8 CR 2016, Nutrioso, AZ 85932.

Mutual Goals

Working together the above parties desire:

- A) To provide a Community Center and gathering place for the Nutrioso area.
- B) To ensure the Community Center is used for community events, including, but not limited to private family functions, educational classes, and community fund raising events, and for the use of individual community members and visitors.

RECITALS

WHEREAS, the County currently owns the building known as the Nutrioso Community Center in Nutrioso, Arizona that is currently being used as a community center; and

WHEREAS, the Manager is a non-profit corporation organized pursuant to the laws of the state of Arizona, striving to serve the residents of Nutrioso through public projects, including the operation of a community center; and

WHEREAS, by virtue of its purposes, interests and members, along with its history of managing the Nutrioso Community Center the Manager is well suited to administer, plan, manage and operate a community center on the Property; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings the parties hereby agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement (the “Term”) shall be for a period commencing on the Effective Date (the “Commencement Date”), and expiring five years after the Commencement Date, unless sooner terminated as provided herein.

2. Option to Extend Terms. This agreement shall automatically be extended for two additional periods of five (5) years beyond the Termination Date, unless either party decides and notifies the other of its intent not to extend the Agreement, and for additional extensions as the parties may agree at that time.

3. Management and Operation of Property. Subject to the terms, covenants and conditions set forth in this Agreement, the Manager shall exclusively manage and operate the Property, but parts of the management and operation of the Property may be delegated to individuals or committees under the control and direction of the Manager. Notwithstanding the foregoing, County shall have the right, at its sole discretion, to cancel and/or prohibit any event, type of event or use of the Property. The Manager's right to manage and operate the Property does not include the ability to alter or improve the property in any way except as detailed in Section 6 below.

4. Use of the Property. Required Use. The Manager shall use and continuously occupy the Property during the Term solely for the operation of a community center and related and incidental purposes and programs, and for no other purpose. The use and management of the Property shall constitute the consideration of this Agreement, and no rent shall be charged Manager providing it otherwise complies with this Agreement.

5. Grant Funding. With prior approval from the Board of Supervisors of the County, the Manager shall be permitted to apply for grants in the County's name for which the Manager might not otherwise be eligible. The County retains the right to accept or not accept grant funds so applied for. All grants to the County received for the community center shall be transferred to Manager within thirty (30) days of the receipt of the grant funds, if permitted by the terms of the grant. Notwithstanding the foregoing, Manager shall not apply for the Property to be accepted on the National Register of Historic Places or any similar designation.

6. Capital Improvements and Alterations. Prior to making any capital improvements or alterations to the Property, the Manager shall request approval from the Apache County Board of Supervisors through the District III Supervisor of Apache County or his/her designee. Such request shall include all relevant details and plans, so that any improvements or alterations are understood and evaluated prior to approval being granted. With prior written approval from the County Manager and Board of Supervisors, the Manager may make such capital improvements and alterations to the Property as the Manager shall determine in its reasonable discretion are necessary to operate the community center. Any alterations or capital improvements made by the Manager to or on the Property shall comply with any and all applicable local, state and federal laws, rules and regulations, and the Manager shall obtain any and all required permits for such alterations and capital improvements, at its own expense.

6.1 Nutrioso Community Center Repairs and Renovations. Each of the Parties specifically acknowledge that the Nutrioso Community Center may need regular upgrades, repairs and renovations given its age and condition. It is agreed, that the County will provide manpower, materials, and specialized knowledge in the renovation process, subject to budget limitations and time constraints on the County, and in the County's sole discretion, to achieve a safe and modern facility, complying with accepted construction and government requirements. It is further agreed, that the Manager will raise donations of labor, materials and funds to assist in the improvement of the building and grounds and begin the process of writing and applying for grants. It is agreed that Manager shall monitor the condition of the Property, and prohibit any use if the Property are not in a safe and habitable condition for any activities or events planned or proposed.

6.2 Cooperative Approach to Renovations. The Parties agree that regular meetings of County and Manager personnel are necessary to accomplish the goals of this Agreement and to ensure that the Property remain in a safe and habitable condition. Such meetings may be held as necessary to accomplish specific tasks, but in any event, two formal meetings should be held each year to determine

priorities, access funding, and schedule tasks and review accomplishments . The formal meetings shall include the District III Supervisor of Apache County or his/her designee and any employees germane to the project, and the Manager's Board of Directors shall designate its Project Manager and any members germane to the project

7. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed on the Property during the Term shall be and remain the property of County and shall not be removed by the Manager without approval of the County.

8. The Manager's Personal Property. All movable personal property installed in the Property by or for the account of the Manager, without expense to County, and which can be removed without structural or other material damage to the Property shall be and remain the property of the Manager and may be removed. For purposes of this Agreement, semi-permanent fixtures, shall be considered personal property and shall remain the property of the Manager. Such semi-permanent property shall include, but not be limited to; benches, tables, garbage cans, etc.

9. Maintenance. The Manager shall maintain the Property in a clean, safe, sanitary and sightly condition, and in compliance with all local, state, and federal laws.

10. Annual Report to Apache County Board of Supervisors. On or before May 1 of each year throughout the Term of this Agreement, the Manager shall, at its sole expense, prepare and submit an Annual Report to the County Manager and Board of Supervisors for their review. This report will provide a general summary of the community center's operations and will include a complete financial accounting, specifically detailing funding obtained through County participation. The report will include an overview of activities conducted and a listing of capital investments made at the community center.

11. Representations and Warranties. The Manager hereby represents and warrants to the County and covenants as follows:

11.1 Experience. The Manager is capable of the operation and management of the community center and hereby agrees to apply its best judgment to the operation and management of the community center.

11.2 Formation. The Manager is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the state of Arizona. The Manager shall at all times during the Term of this Agreement maintain its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

11.3 Authority. The Manager has full power and authority (corporate or otherwise) to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of the Manager and no other corporate or other action on the part of the Manager is necessary to authorize the execution of this Agreement.

11.4 Conflicts and Consents. The execution and delivery by the Manager of this Agreement and the performance by the Manager of the transactions contemplated in it will not violate any federal, state or local law, rule or regulation, or conflict with or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or constitute an event or condition that would permit termination or acceleration of the maturity of, the Articles of Incorporation, bylaws or partnership agreement of the Manager (as applicable) or any indenture, mortgage, lease, agreement or other instrument or obligation to which the Manager is a party or by which it may be bound whose termination or acceleration would materially adversely affect the

ability of the Manager to perform its obligations under this Agreement. No approval, authorization, consent or other order or action of, or filing or registration with, any person, entity or governmental authority is required for the execution and delivery by the Manager of this Agreement. The parties acknowledge that they are aware of the conflict of interest provisions contained in A.R.S. § 38-511 and are further aware that this Agreement may be terminated under the conditions set forth by statute.

11.5 Litigation. There is no litigation, action, arbitration, grievance, administrative proceeding, suit or claim filed and pending, nor is there any investigation by a governmental agency of the Manager or any of its affiliates that, if adversely decided, could have a material adverse impact on the Manager's ability to perform its obligations under this Agreement.

12. Force Majeure. As used herein, the term "Force Majeure" with respect to a delay in performance shall mean any delay that is attributable to (a) civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) any changes in any applicable laws or the interpretation thereof; or (c) any lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other cause beyond the reasonable control of the party. Any prevention, delay or stoppage in a party's performance hereunder due to Force Majeure shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage; provided, however, that during the period of any such delay or stoppage, the party whose performance hereunder is excused shall take all reasonable steps to minimize the length of such delay or stoppage.

13. Termination of Agreement. The County may terminate this agreement with ninety (90) days prior written notice.

14. Liability Insurance. The Manager, at no expense to the County, shall obtain and maintain continuously, throughout the Term of this Agreement, a general liability insurance policy in the amount of \$1,000,000.00. Said policy: (i) shall be subject to approval by the District III Supervisor of Apache County or his/her designee as to company, form and coverage, and primary to all other insurance the County may secure; and (ii) must protect the County from any and all claims and risks in connection with any activity performed by the Manager, or any of its respective officers, employees, agents, contractors or assigns, by virtue of this Agreement or any use and occupancy of the Property authorized by this Agreement. Additionally, the Manager shall file with the County Manager and the District III Supervisor of Apache County or his/her designee, within twenty (20) days of the Effective Date of this Agreement (and twenty (20) days prior to any policy renewal), evidence of the policy required to be maintained by this Agreement. Although the Manager maintains liability insurance for its own events, it is understood that this is a County-owned facility for the use by the general public and the County will also maintain its own liability insurance for this facility on behalf of the County. In addition, any third party using the facility that wishes to serve alcohol or have more than 100 people in attendance must also present proof of liability insurance for that event. However, any usage of the Property for events put on and managed by the Manager for the benefit of one or more public schools shall not require liability insurance for the event.

15. Miscellaneous. In order to accomplish the above mutual goals, the County directs the Manager to act as the management agent in scheduling events, maintaining the community center, collecting security deposits and/or rents as may be determined by the parties, and making sure the community center is open and available to any cleaning or construction crews as County may determine may be

needed, alerting the County to normal maintenance and repair problems as they become known to the Manager.

16. Dispute Resolution. In the event of any dispute relating to the Nutrioso Community Center or this Agreement, the parties will first try to mediate any differences, and failure to reach a resolution will result in proceedings being heard in Coconino County, Arizona. It is agreed that this Agreement shall be governed and interpreted under Arizona law.

This Agreement (including Exhibits) contains the entire agreement between the parties, and no amendments, changes, additions, or qualifications may be made or will be binding unless made in writing signed by both parties.

Signed this _____ day of _____ 2018.

Apache County

Nutrioso Community Association, Inc.

By: _____
Alton Shephard
Chairman, Board of Supervisors

By: _____

President

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Dovel Shamley

Date/Signature: 18Dec17

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

Discussion of County Budget formulation process, to engage departments and elected offices together.

BOS Meeting Date Requested: 03Jan18

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

RP

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Dovel Shamley

Date/Signature: 22Dec17

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

Discussion and Possible Action on methodology for vetting applications, interviewing and selecting new Apache County Manager.

BOS Meeting Date Requested: 03Jan18

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

RP

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager

12/26/17 *RP*

Date/Signature:

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

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

BOS Meeting Date Requested 01/03/18

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

RP