



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

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

July 16, 2013

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

Invocation by Invitation.
Pledge of Allegiance.

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

July 16, 2013

1. Discussion and possible approval for Fiscal Year 2013-2014 to continue to dispose of books that have been donated to or withdrawn from library collections by offering them or sale at each of our library facilities.
2. Discussion and possible approval for Fiscal Year 2013-2014 to make available to other libraries, local schools, senior centers, Boys and Girls Clubs and prisons discarded library materials and gift materials which are out of scope for collections.
3. Discussion and possible approval for Fiscal Year 2013-2014 to dispose of books, magazines and newspapers that have been donated to or withdrawn from our collections, but which have not sold in the course of three months, by delivering them to Better World Books for sale. All proceeds will benefit the children's summer reading program.
4. Discussion and possible approval to authorize Judith Pepple or other library district employees, blanket authority for Fiscal Year 2013-2014 to accept donations to our libraries in amounts up to \$1,000.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
July 16, 2013**

1. 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.
2. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager or member of the public objects at the time the agenda item is called.

County Manager/Clerk of the Board:


- *A. Request approval of minutes dated July 2, 2013.
- *B. Request approval of demands dated July 2, to July 16, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

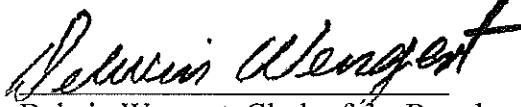
Personnel Items:

- *C. District II: Request authorization to hire a temporary Road Maintenance Worker II, not to exceed 90 days.
 - *D. Round Valley Justice Court: Request authorization to remove Terry Busby from probation with a 2.5% end of probation increase, effective July 1, 2013.
 - *E. District I: Request authorization to remove Thomas C. Tso from probationary status effective July 22, 2013 with the 2.5% end of probation increase.
3. County Manager: Discussion and possible approval to hire a Board of Equalization Hearing Officer and approval of a two (2) year contract.
 4. Sheriff's Office: Discussion and possible approval of a resolution lifting the State of Emergency and Emergency ire restrictions previously imposed by the Board of Supervisors.
 5. District III: Discussion and possible approval of Amendment #1 to the 2013 Work and Financial Plan between Apache County and the USDA Animal and Plant Health Inspection Service Wildlife Services in the amount of \$39,976.

6. Engineering Department: Discussion and possible approval of the Ganado Sublease for the Ganado Road Yard.
7. Probation Services: Discussion and possible approval to provide \$3,503.00 in matching funds for an ongoing Drug, Gang and Violent Crime Control Program (DEA) Grant. The State of Arizona will disburse \$4,011.00 in monies for a total of \$17,514.00.
8. Malena Bazarro, Grant Manager: Discussion and possible approval of Environmental Review Record for the Apache County Fairgrounds CDBG Project, Arizona Department of Housing Contract 130-13.
9. Malena Bazarro, Grants Manager: Discussion and possible approval of Environmental Review Record for the Saint John's Senior Center CDBG Project, AZ Department of Housing Contract 113-13.
10. Treasurer's Office: Discussion and possible approval to modify the job description of the Chief Deputy County Treasurer.
11. Treasurer's Office: Discussion and possible authorization to enter into an Independent Contract with Marc Platt to perform various duties including: investment management, banking activities, cash management and audit compliance.

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

Posted: 7/10/13 at 4:30 a.m. (p.m.) by 


Delwin Wengert, Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 06/26/2013 **Signature:** Judith M. Pepple

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

Discussion and possible approval for Fiscal Year 2013-2014 to continue to dispose of books that have been donated to or withdrawn from library collections by offering them for sale at each of our library facilities.

Date & Time Needed: July 16, 2013

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

Legal Review: See attached.

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

Judith Pepple

From: Joe Young [JYoung@apachelaw.net]
Sent: Tuesday, June 25, 2013 11:33 AM
To: Judith Pepple
Cc: Michael B. Whiting (whiting@frontiernet.net)
Subject: RE: Agenda items

I reviewed the agenda items to ensure they are reasonably calculated to inform the public of what is to be discussed and what potential action the Board may take. The agenda items are fine. The only change I would suggest is the following (changes in bold)

Discussion and possible approval to authorize **Judith Pepple or other library district employee** blanket authority for Fiscal Year 2013-2014 to accept donations to our libraries in amounts up to \$1000.

From: Judith Pepple [<mailto:jpepple@co.apache.az.us>]
Sent: Friday, June 21, 2013 1:38 PM
To: Joe Young
Subject: Agenda Items

Dear Joe,

I have attached four agenda items for the next Board meeting to be held Tuesday, July 2, 2013. Each year I bring these items to the Board at their first meeting of the new fiscal year in order to obtain the stated authorizations. Are you required to sign off on these items before I present them to the Board? If so, may I have e-mail confirmation of your approval or denial of these items?

Thank you for your help with our items.

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

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

INVENTORY OF GIFTS AND DISCARDED MATERIALS

Library:	Apache County Library District				
Month and year:	July - September 2012				
	GIFTS DISCARDED	GIFTS DISCARDED	LIB. COLL. DISCARDED	LIB. COLL. DISCARDED	
	Paperbacks	Hard covers	Paperbacks	Hard covers	
Damaged/poor condition	163	49	23	41	
Duplicates	39	26	1	11	
Low demand/interest	353	222	193	551	
Out of date	81	239	1	3	
Out of scope	119	32			
TOTALS	755	568	218	606	
	GIFT VIDEOS/DVDS	265	LIB. COLL. VIDEOS/DVDS	58	
	GIFT AUDIOS/CDS	67	LIB. COLL. AUDIOS/CDS	25	
	GIFT MAGAZINES	470	LIB. COLL. MAGAZINES	437	
	GIFT PUZZLES	2	LIB. COLL. PUZZLES		
	GIFT SOFTWARE		LIB. COLL. SOFTWARE		



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Date & Time Needed: July 16, 2013

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Finance Review: _____

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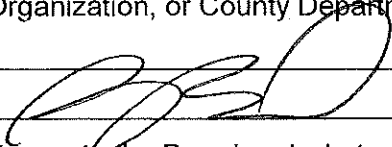
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____



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

CALL TO THE PUBLIC

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

July 2, 2013

St. Johns, Arizona

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

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

In lieu of the invocation, Chairman White called for a moment of silence for the 19 firefighters who lost their lives in the Yarnell Fire.

Mr. Wengert led the Pledge of Allegiance.

Chairman White called for the Health District items.

Keli Sine-Shields, Assistant Director, requested approval of the Governor's Office of Highway Safety Contract #2013-OP-31 renewal. A discussion was held regarding the requirements of the agreement. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Keli Sine-Shields, Assistant Director, requested approval to remove Crystal Bonertz from probationary status with the 2.5% end of probation increase, effective June 16, 2013. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Keli Sine-Shields, Assistant Director, requested approval of the Intergovernmental Agreement #4 to the Tobacco Education and Prevention Services replacing Attachment A- Action Plan FY 2012 with Attachment A- Action Plan FY 2014 and replacing the price sheet. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Mr. Weller moved to adjourn the Health District meeting, seconded by Mr. White. Motion passed.

Chairman White called for the Flood Control District item.

Mr. Wengert, on behalf of the Engineering Department, requested approval to continue the Intergovernmental Agreement with the Arizona Department of Water Resources (ADWR) for water gauges used in the flood warning system project. Mr. Wengert stated that this is a two year extension at a cost of \$12,000. A discussion was held regarding the early warning notification process that is done using the gauges. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Mr. Weller moved to adjourn the Flood Control District meetings, seconded by Mr. White. Motion passed.

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

Mr. Wengert presented the item for any possible direction regarding the 2013-2014 Tentative Budget and notification of the Tentative Budget Public Hearing to be held on July 9, 2013 at 8:30 a.m. Ryan Patterson, Finance Director, presented a change to the tentative budget of the junior college tuition charged to the County by the State and that the tax rate had been held constant at 2.2 million annually and we were notified by the state that it will increase to 2.6 million and has caused the tax rate to increase by 6½. A discussion was held on the increase to the tax rate. No action was needed or taken.

Supervisor Shirley arrived at the meeting.

Brannan Eagar, Chief Deputy Sheriff, presented the item for a public hearing for discussion and possible approval to repeal current Ordinance 2003-21 and establish an Ordinance for fire zones and restrictions on certain outdoor fires in the unincorporated areas of Apache County that will specify criminal and civil penalties for violations. Chief Eagar stated that there are still some concerns and hoped to work those out today. Doyel Shamley, Natural Resources Coordinator, addressed the Board with his concerns with the Stages listed in the Ordinance and outlined his issues with the firearms restrictions. A discussion was held regarding the restrictions. **Mr. Weller stated that this is a complex document and he has some concerns with it and would like to address the issues outlined in the Ordinance and made the motion to postpone the ordinance until another time.** Mr. Shirley commented that he would like to approve this; that given the dire concerns with the drought and dry timber, he would like to see this new Ordinance in place. Mr. Weller and Mr. Shirley held a conversation regarding the current ordinance. A discussion was held regarding the difference in the existing ordinance and the proposed new ordinance. **Mr. Weller's motion died for lack of a second. Mr. Shirley stated that this was an improvement over the last ordinance and moved to approve the ordinance, seconded by Mr. White.** Mr. Weller stated that he was opposed to burdening the citizens with undue regulation and moving too quickly Motion passed 2-1 with Mr. Weller voting nay.

Chief Eagar returned to the podium and stated that he just realized there was a major error in Stage 2 of the ordinance and asked that Stage 3 be removed from the recently approved ordinance. A discussion was held regarding the content of the Ordinance. **Mr. Weller moved to make an exception to Roberts Rules of Order to reconsider the action of the Ordinance, seconded by Mr. Shirley.** Vote was unanimous. **Mr. Weller moved to reconsider the ordinance and to remove the item from the agenda for consideration at a later date. Mr. White seconded the motion.** Motion passed 2-0 with Mr. Shirley abstaining.

Mr. Wengert presented the Consent items A- E County Manager/Clerk of the Board: A. Request approval of minutes dated June 13, 2013 and June 18, 2013. B. Request approval of demands dated June 18, to July 2, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. APACHE COUNTY MEDICAL 143,477.00 APACHE COUNTY TAX WITHHOLDING

121,089.15 AZ STATE RETIREMENT SYSTEM 77,833.42 COLONIAL LIFE AND ACCIDENT INS 1,314.78 CORRECTIONS OFFICER RET PLAN 7,821.33 CORRECTIONS OFFICER RETIREMENT PLAN 520 3,693.54 MERITAIN HEALTH FLEXIBLE SPENDING 1,299.13 MUTUAL OF OMAHA 1,157.44 NATIONWIDE 1,515.00 PUBLIC SAFETY PERSONNEL 401 12,135.07 PUBLIC SAFETY SHERIFF RET 24,197.70 SECURITY BENEFIT GROUP 1,796.00 SUPPORT PAYMENT CLEARINGHOUSE 2,960.27 ARIZONA YOUTH PARTNERSHIP 6,250.00 BARNES, PARTICIA M 2,060.00 BAUMAN HOME AND AUTO INC 1,032.50 BLUE HILLS ENVIRONMENTAL 1,555.57 BRADCO 61,299.95 CAC PROMOTIONAL ADVERTISING 1,460.75 CREATIVE PRODUCT SOURCE INC 7,387.54 CS&S COMPUTER SYSTEMS 3,497.60 DELL COMPUTER CORPORATION 4,480.97 DINE PROTECTION AGENCY 1,218.00 DISH NETWORK 1,633.10 EMTAP ENTERPRISES 1,921.13 FOUR CORNERS WELDING & GAS SUPPLY 5,151.20 FRONTIER 6,328.65 FULL COMPASS SYSTEMS LTD 3,442.22 GALLUP LUMBER & SUPPLY 1,386.38 GREENBERG CLARK INC 1,500.00 HUGHES SUPPLY INC (LAKESIDE) 1,036.02 INGRAM LIBRARY SERVICES 4,253.29 KTNN RADIO STATION 1,259.92 LEXIS-NEXIS 1,724.83 NAVAJO SANITATION INC 2,602.95 NAVAJO TRIBAL UTILITY AUTHORITY 1,607.65 NAVAJOLAND INN AND SUITES 1,172.07 NAVOPACHE ELECTRIC COOPERATIVE 11,976.48 NORCHEM DRUG TESTING LABORATORY 1,882.15 OFFICE FURNITURE COM LLC 1,243.20 PATTERSON, DANA BRYCE 8,500.00 PERFECT PRINTZ LLC 1,950.75 PROFORCE LAW ENFORCEMENT 1,186.18 QUILL CORP 2,097.49 ROGERS, STEPHEN K 1,198.00 ROTHKOPF, JAMES PAUL 3,375.00 SMITH, JOHN R 2,970.00 SUN RIDGE SYSTEMS, INC 3,220.00 TJP COMMUNICATIONS 4,620.00 UNIVERSAL FLEET CARD 1,321.00 WELLS FARGO BANK 1,695.00 WILLIAMS LAW GROUP PLLC 8,500.00 YELLOWHORSE, JAY 1,480.16 YOUNGS FUTURE TIRE 4,580.64 BRUCKNER TRUCK SALES INC 1,270.50 FRANK'S SUPPLY CO INC 22,237.01 TOWNE PLACE SUITES TEMPE 2,758.79 XPRESS PROTECTION SECURITY SOLUTIONS INC 12,935.00 AMAZON COM INC 2,274.45 ARIZONA FURNISHINGS 9,095.04 COURTESY CHEVROLET 24,150.88 DELL COMPUTER CORPORATION 4,679.16 EMPIRE MACHINERY 2,692.27 FRONTIER 5,288.05 GALLUP BLUEPRINT 3,953.23 GMCO CORPORATION 33,899.66 GOODYEAR AUTO SERVICE 6,452.86 HATCH CONSTRUCTION 4,390.07 HEXT, CHRISTINA T 1,719.52 HILLYARD INC 1,836.56 KTNN RADIO STATION 2,992.50 LAW OFFICE OF MARSHA GREGORY 8,500.00 MCDANIEL, RONALD D 4,907.69 NAVAJO TRIBAL UTILITY AUTHORITY 1,116.39 NOMAD CONSULTING 15,000.00 PERFECT PRINTZ LLC 1,252.53 PIMA COUNTY MEDICAL 4,400.00 PITNEY BOWES 4,606.37 PLATT, MARCOR B 2,240.00 QUILL CORP 5,819.40 RAMIREZ, BENJAMIN M 1,080.00 SHELL OIL 1,285.38 TOWN OF EAGAR 5,243.27 UNIVERSAL FLEET CARD 1,042.34 VERITAS RESEARCH CONSULTING 1,620.00 VERIZON WIRELESS 1,037.78 AVAYA COMMUNICATIONS 1,381.19 AZ DEPT OF RISK MANAGEMENT 1,861.34 BANK OF THE WEST 1,026.23 BLUE HILLS ENVIRONMENTAL 26,979.49 COWBOY UP HAY AND RANCH SUPPLY 5,439.02 CRESTLINE SPECIALTIES INC 1,234.85 D & H PETROLEUM & ENVIRONMENTAL SERVICES 14,825.62 DESERT MOUNTAIN CORPORATION 8,112.24 FOUR CORNERS WELDING & GAS SUPPLY 12,976.48 FRONTIER 1,595.53 GALLUP LUMBER & SUPPLY 3,750.27 INCLUSIONS SOLUTIONS LLC 7,661.83 IT1 SOURCE LLC 2,673.18 KNOWLEDGENET ENTERPRISES LLC 2,990.00

MOUNTAIN PAINT CENTER 2,696.46 ORIENTAL TRADING COMPANY 1,073.67
OSAM DOCUMENT SOLUTIONS INC 1,901.75 SMITH, JOHN R 2,790.00 TJP
COMMUNICATIONS 6,783.28 WHOLESale FLOORS LLC 9,856.57 YOUNG, JOSEPH
6,920.00 ADHS AZ HEALTH CARE COST 22,400.00 **Personnel Items:** C. District II:
Request authorization to hire a temporary Facilities and Construction Worker III at \$14.11 per
hour, not to exceed 30 days. D. District II: Request authorization to remove Mary J. Wilson
from probationary status effective May 6, 2013 with the 2.5% end of probation increase. E.
District II: Request authorization to hire a temporary Equipment Mechanic II at \$12.47 an hour,
not to exceed 60 days. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was
unanimous.

Angela Romero, Elections Director, requested authorization to cancel the Special District
Election for the Ganado Fire District and appoint the following persons to fill the Positions:
Four Year Term: Deborah Lynn Cayedito, LaVerne Joe and Charlie Taliman Two Year Term:
Stenson D. Wauneka and Lela Sangster. **Mr. Weller moved to approve, seconded by Mr.
Shirley.** Vote was unanimous.

Ryan Patterson, Finance Director, requested approval of the Arizona Openbooks Interagency
Service Agreement which will allow a data search for online expenditure and follows recently
adopted statutory requirements and will cost \$3,000 up front and \$2,000 annually and is a huge
cost savings over other possible options. **Mr. Weller moved to approve the contract and
asked that Mr. Patterson follow up with the Attorney's Office to eke sure we are following
all of the new statutory requirements. Mr. Shirley seconded the Motion** Vote was
unanimous.

Milton Ollerton, Community Development Director, requested approval to move Linda Prentice
from Permit Technician to an Administrative Coordinator with the regular 5% promotion
increase, an increase of \$1,644 (\$32,887 to \$34,531). Mr. Ollerton also requested approval to
increase Nephi Hightower, Building Official with a 5% increase of \$1,880 (\$37,590 to \$39,470).
Mr. Ollerton provided an overview of the justification for the increases and stated that his staff
has gone from 12 people down to 5 ½ people and there is money in the budget for the increases.
Mr. Shirley moved approval. Mr. Weller stated that at the last meeting he voiced his concerns
on taxing the citizens and now the burden that is being put on them and with the recent news of
the junior college tuition that is being increased, taxes are going to be raised. **Mr. Weller stated
that with the economic outlook he sees, these small increases don't impact the taxpayers
but the across the board increases for all employees will have an impact and that needs to
be taken into consideration and seconded the motion.** Vote was unanimous.

Dale Hauser, Engineering Department, requested approval to award Bid # 201310 for a water
truck for District II, using District II carryover funds. Mr. Hauser stated that they received 5 bids
from three vendors

International	\$122,795.99	new
Superior Equipment Co. #1.	\$83,282.70	used
	#2	\$49,709.70 used high mileage
	#3	\$43,211.70 used high mileage
Empire Machinery	\$64,698.00	used

Mr. Hauser recommended Empire to be the better value for the cost and recommended approval. Mr. White thanked Mr. Shirley and Mr. Weller for the use of their equipment while waiting for the bids to come in. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Karen Houston, Human Resources Director, on behalf of Engineering, requested approval of a 5% salary increase for John Harris, \$1843.47, \$36,869.45 to \$38,712.92, Earl Lund \$1497.62, \$29,952.30 to 31,449.92 and Bertrum Billy, \$1,496.79, \$29,935.78 to \$31,472.51 for their work as lead men in the St. Johns, Round Valley and Chambers Road Yards and Rafael Lynch, Foreman for the Chambers Road Yard, \$1919.58, \$38,391.73 to \$40,311.31. Ms. Houston stated that Human Resources finds Mr. Crosby's requests to be reasonable. **Mr. Weller stated that with the same reservations regarding the future of the economy, he moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarro, Grant Manager, requested approval of a revised Scope and Budget for the Benny Creek Project in Greer, utilizing current Forest Service Grant #12-PA-11030121-025. **Mr. Weller moved approval and thanked Ms. Bazarro for her work on the grant, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarro, Grants Manager: provided a presentation to highlight fire prevention treatments in Southfork, Alpine, and Nutrioso. Ms. Bazarro stated that the treatments were funded using Wildland Fire Hazardous Fuels funds from the Arizona State Forestry projects grant. Mr. Weller commended everyone for their work on this program and that it was a great benefit to the community. No action was needed or taken.

Ada Guinn, Probation Services, requested approval to accept \$26,392 in Title I, Part D funding from the Arizona Department of Education for salaries and ERE's to be spent from July 1, 2013 through September 30, 2013. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Treasurer Marleita Begay, requested approval of an Amendment to renew the lines of credit for Ganado Unified Schools District, Concho Elementary School District, and Window Rock Unified School District. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

School Superintendent Barry Williams, requested approval to create a full time Administrative Assistant I, (range 22) and fill the vacancy at the beginning of the salary range. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous,

Recorder Lenora Johnson, requested approval to hire a GIS Program Technician (range 34), not a temporary Project Coordinator (salary range 35) as was posted, and fill the vacancy, not to exceed 6 months or until funding is no longer available. Mr. White stated that the information before the Board is incorrect. A discussion was held regarding the change in title and Attorney Joe Young indicated that since the job title was not noticed properly, it would need to be removed and reposted with the correct job title. **Mr. Weller made the motion to postpone the item until the correct job title was properly noticed on the next agenda, seconded by Mr.**

Shirley. Vote was unanimous.

Mr. Weller requested approval of joint funding Agreement between Apache County and Little Colorado Predator Control Association to provide funding to the United States Department of Agriculture, Animal and Plant Health Inspection Service Wildlife Services for predator removal, in the combined amount of \$39, 976. Mr. Weller provided an overview of the duties performed under this contract. A discussion was held regarding the cost differences of the \$33,000 to the \$39,976 which is a result of a cost sharing Little Colorado Predator Control Association. **Mr. Weller moved approval.** Mr. Shirley expressed his concern with the money being spent on predators that should be taken care of by the federal government. Mr. Weller concurred with Mr. Shirley that the federal government is not doing enough for our citizens on this issue. **Mr. Shirley seconded the motion.** Vote was unanimous.

Mr. Weller requested approval to budget \$7,500.00 in FY 2014 for a contract position titled “Wolf Interaction Investigator” for Apache County and the details of contract language and specific duties and responsibilities to be approved by the Board at a later date. Mr. Weller stated that generally the person in this position would serve the residents of the entire County for investigative work, confirmation work and interagency work associated with wolf reports or depredations in our County. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Joe Young, on behalf of the County Attorney’s Office, requested approval of Arizona Criminal Justice Commission Victims Assistance Grant #VA-14-017 in the amount of \$23,339, awarded for FY14. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Joe Young, on behalf of the County Attorney’s Office, requested approval of Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant #DC-14-017 in the amount of \$73,479. With an \$18,370 match award for FY14. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous. .

Joe Young, on behalf of the County Attorney’s Office, requested that following a possible executive session for legal advice pursuant to ARS 38-431.03(A)(3), discussion and possible approval of a Settlement Agreement with Wenima Development, LLC relating to litigation for previous overpayment of taxes. Mr. Young stated that this was based on an error in classification and should have had agricultural status and were not and the agreement is in the best interest of the County. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Approved this 16th day of July, 2013.

Tom M. White, Jr.
Clerk of the Board

Delwin Wengert
Clerk of the Board

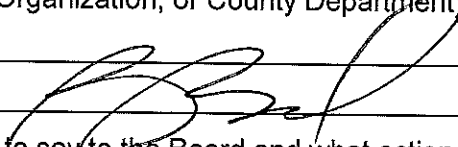
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____



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

APPROVAL OF DEMANDS

_____ BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **DISTRICT II**

Date: 07/08/2013 Signature: **VERBAL PER SUPERVISOR WHITE**

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

District II request authorization to hire a temporary Road Maintenance Worker II for 90 days.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Round Valley Justice Court

Date: 7/08/2013

Signature: *[Handwritten Signature]*

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

Request authorization to remove Terry Busby from probation with a 2.5% End of Probation increase, effective July 1, 2013.

Date & Time Needed:

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County District One

Date: June 26, 2013

Signature:

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

District One requesting authorization to remove Thomas C. Tso from probationary status effective July 22, 2013 with the 2.5% end of probation increase.

Date & Time Needed: July 16, 2013

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

ater s... melodrama will be at the Community Center starting at 7 p.m.

— A fireworks show will be put on by the Alpine Fire Department at the rodeo grounds starting at 8:30 p.m.

Friday and Saturday, July 6-7:

— The Alpine Area Artisans Display and Sale starting at 10 a.m. and going on all day along the main street.

Concho

Saturday, July 6

— Summer Saturday at Concho Valley Lion's Club Park from 4-7:30 p.m. Bring the family, blankets, chairs and enjoy music, hot dogs and beer. Hot dogs, chips and lemonade are \$2 (funds go to support the Lion's Club and improve the park). If no Red Flag warnings, fireworks will follow at Cinder Mountain. Beer Garden is sponsored by the Joe McCarthy American Legion.

have to decide the fate of someone else in a court of law.

Either way, there are penalties if a summons is ignored.

Knowing that there can be penalties that law-abiding citizens fear, scammers, who typically have less respect for the law, have taken advantage of that fear to cheat people out of their money in a scam that dates back to 2005.

Pretending to be "jury duty coordinators," crooks will call people on the telephone asking questions about recent jury summons, while requesting Social Security numbers and dates of birth so they can "verify" information.

Once they get that sensitive personal information, they hack into people's bank accounts, steal their money or identity, commit

jury duty is always arranged through the U.S. mail service never via telephone.

Anytime someone calls on the phone asking for personal information while pretending to be a jury coordinator, hang up and call the local courthouse or go to the state attorney general's website (www.azag.gov in Arizona) to get information about jury duty. The Navajo County Court phone number to verify jury duty is (928) 524-4270.

People can also go to www.uscourts.gov to learn about legitimate jury duty protocol or request jury summons.

Second, government officials are rarely, if ever, rude on the phone. They have rules forbidding it. They will never try to speak rudely or threaten anyone.

Fire district's annual pancake breakfast scheduled for July

The Greer Fire District is holding its annual benefit pancake breakfast from 7-10 a.m. Saturday, July 6, at the Greer Community Center on Main Street.

Bring your family and

friends and enjoy a pancake breakfast and the district.

The breakfast is prepared by Greer firefighters.

All donations are appreciated.

less interesting

Tom accomplished since. Tom won two Congressional Medals of Honor. Tom Custer has been compared to Alvin York of World War I and Audie Murphy of World War II.



Apache County is accepting Request for Applicants for a Board of Equalization Hearing Officer

The following qualifications are required.

- Must be a certified general appraiser within the state of Arizona.
- Evidence of training and education specifically related to real estate appraisal and property inspection.
- Evidence of prior experience applying appraisal techniques.
- Minimum education of Bachelor's degree.
- Attended and certified with Arizona Department of Revenue 2013 hearing officer training.

Please submit Curriculum Vitae to:

Apache County, Attention Beth Bond
P.O. Box 428, 75 West Cleveland Street, St. Johns
No later than 5:30 p.m. July 8, 2013

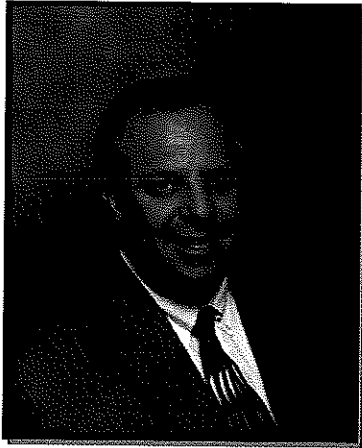
APA EMPLOYMENT

Please visit www.co.apac

For job information
All applications

Apache County
P.O. Box 428





Curriculum Vitae

H. Charles Johnson (Chuck), A.S.A.A., J.D., Appraiser & Consultant.
211 N Florence St. Casa Grande, AZ 85122 Phone: Pinal County (520) 836-6201
Maricopa Co. (480)782-9291, email: rockyappr@aol.com, & Chuck@Johnsonappraisal.co

Mailing Address: Johnson Appraisal Group, PLLC P.O. Box 12184 Chandler, AZ 85248

PROFESSIONAL LICENSES and DESIGNATIONS:

Certified General Appraiser, **State of Arizona**. Cert #31512 expiration date: 03/31/2015
Certified General Appraiser, **State of Utah** Cert #5451953-CG00 exp date: 11/30/2014
Certified General Appraiser, **State of Idaho** Cert # CGA-1755 expiration date: 11/16/2013
Certified General Appraiser, **State of Montana** Cert # 886 exp date: 03/31/2013
Certified Appraiser Instructor in the following States: Utah, Arizona, Idaho, Texas, Nevada, and California.

AMERICAN SOCIETY of AGRICULTURE APPRAISERS, 2012 Senior Appraiser
MSA Designation (Master Senior Appraiser) #7461 Designated by National Association of Master Appraisers, 09/01/93

AAR Designation (Accredited Review Appraisers Council) #1461 Designated by Accredited Review Appraisers Council

BOARD Certified in BUSINESS APPRAISAL (Professional Certification Board of the Real Estate Law Institute) 09/30/92

BOARD Certified in MANUFACTURED HOUSING APPRAISAL (National Association of Manufactured Housing)

MAA, Designation #185, National Association of Appraisers

FHA/HUD approved Appraiser since 1991 in Utah and Arizona

AQB Certified USPAP Instructor, The Appraisal Foundation #10463 issued: 03/25/2004

FORMAL EDUCATION:

College: Weber State University, Harrison Blvd., Ogden, UT, 84403 Graduate 1981 A.S. (Associate of Science).

College: Western Illinois University, Macomb, IL Graduate 1988 B.A. (Bachelor of Arts).

Graduate College: City University of Los Angeles, Wilshire Blvd., L.A., CA 1991 J.D. (Juris Doctorate).

APPRAISAL WORK RELATED EXPERIENCE:

1989-2000 Owner operator of: Rocky Mountain Appraisal, Inc. 690 North Main Street Kaysville, Utah 84037. Managed and operated a Real Estate Appraisal business, 1-5 full time Appraiser with 2-4 support staff. Appraising single family homes, along the Wasatch Front of Northern Utah. Additional assignments in: Vacant Land, complex properties, income properties, and commercial assignments.

2000-present Owner operator of Johnson Appraisal Group, PLLC. Appraising Real Property located in Maricopa, Pinal, Pima and Yuma Counties, Commercial, Land, and Residential Disciplines, located throughout the State of Arizona.

APPRAISAL INSTRUCTION EXPERIENCE:

1998-Present: Independent Instructor for Lincoln Graduate Center, located in San Antonio Texas

2000- Present: Arizona School of Real Estate & Business, 7142 E First Street, Scottsdale, Arizona 85251

Certified and instructed classes in the following subject matter and disciplines: Basic Fundamental Appraisal Techniques, Uniform Professional Standards, Income Producing Property, FHA/HUD Guidelines and Standards, Appraisal Review, Manufactured Housing, Capitalization, Yield, and income analysis. Taught in the following States: Utah, Arizona, Nevada, Idaho, Texas, California, Washington, Hawaii, Mississippi, Lincoln Graduate Center, Las Vegas, NV 1991 Oregon.

2004-Present: Active Faculty Member of The Columbia Institute, 8546 Broadway #237 San Antonio, Texas 78217

PUBLICATIONS, AWARDS, and LECTURES:

Articles in National Master Appraiser published by Lincoln Graduate Center, Assisted in the Review and Authorship of: Course #512 Lincoln Graduate Center: "Income Appraisal Review" 2001 "Rookie of the Year" instructor award by: Lincoln Graduate Center, Guest speaker to: "Instructors Workshop" for Lincoln Graduate Center for the following years: 2000, 2001, 2004.

Significant contribution to Appraising Foreclosed Properties course published by Columbia Institute, 2008

Awarded winning Instructor for "The Columbia Institute" 2005, 2006, 2007

PARTIAL LIST OF SEMINARS, CLASSES, and WORKSHOPS:

"Foundations of Real Estate Appraisal" Appraisal Institute Utah Chapter 1991

"Appraising the Single Family Residence" Appraisal Institute Utah Chapter 1991

"Intro to the Income Approach to Value" International Right of Way Association, Utah 1991

"Direct Capitalization" Lincoln Graduate Center, Las Vegas, NV 1991

"Yield Capitalization" Lincoln Graduate Center, Las Vegas, NV 1991

"Financial Analysis" Lincoln Graduate Center, Las Vegas, NV 1991

"Principles of Business Appraisal" Lincoln Graduate Center, Las Vegas, NV 1992

"Principles of Appraisal Review" Lincoln Graduate Center, Las Vegas, NV 1993

"Adjustment Process" Appraisal Institute Utah Chapter, 1993

"Understanding and Developing Depreciation" Appraisal Institute Southern Idaho Chapter 1994

"FHA Update" HUD Salt Lake City Office Utah 1994

"USPAP" Lincoln Graduate Center, San Antonio, Texas 1995

"Principles of Property Inspection" Lincoln Graduate Center, Las Vegas, NV 1996
"Manufactured Housing" Lincoln Graduate Center, Las Vegas, NV 1997
"Radon and Real Estate" Utah State Division of Radiation Control Salt Lake City Utah 1998
"National USPAP Instructor Course" Appraisal Foundation. Phoenix Arizona 2003
"Using the New Fannie/Freddie Appraisal Forms" The Columbia Institute. Tucson AZ 2005
Commercial Investment Appraisal" Lincoln Graduate Center, Reno NV 2005
"National USPAP Instructor Recertification Course" Appraisal Foundation. Phoenix Arizona 2006
Understanding Property Characteristics" The Columbia Institute. Phoenix, AZ 2007.
"USPAP update", The Columbia Institute, Salt Lake City, Utah 2008
Appraiser Instructor Workshop, San Antonio Texas, February 2008
"Fair Housing" Scottsdale School of Real estate, Scottsdale Arizona July 2008
"What Commercial Clients would like Appraisers to know" Appraisal Institute, Phoenix November, 2008.
"Eminent Domain & Condemnation", Appraisal Institute, Phoenix December 2008
"A Day With The Appraisal Board", Arizona Board of Appraisal, March 2009
"USPAP update", The Columbia Institute, Salt Lake City, Utah, August. 2009
"Fannie Mae Today" ".The Columbia Institute, Salt Lake City, Utah, August. 2009
"FHA Today" ".The Columbia Institute, Salt Lake City, Utah, August. 2009
"Identifying Relevant Characteristics" ".The Columbia Institute, Salt Lake City, Utah, August. 2009
"Appraiser liability" Arizona Appraisers State Conference, Phoenix AZ, Oct. 2009
"Appraisal Management Companies, Laws, & Issues, AZ Appraisers Conference, Phoenix AZ., October 2009
"Economic Outlook, Mortgage Fraud" Az Appraisers State Conf. Phoenix, AZ, Oct. 2009
AQB Certified USPAP Instructor renewal 2010-2011, 04/01/2010
7 hour national USPAP Course, 12/2009 Denver Colorado
32 hour International Society of Livestock & Farm Equipment Appraisal
24 hour Arizona State Board of Equalization and Hearing Officer Training Seminar, Phoenix Arizona, June 2010.
December 2010, Appraisal Institute, Business Practices and Ethics
June 2011, State of Arizona Board of Equalization Hearing Officer Training 24 hrs.
August 2011, "How to Complete Today's FHA Appraisal" 7 hrs HUD- PHX AZ
August 2011, "Report Writing – the UAD" 8 Hours Boise Idaho
August 2011, "USPAP 7 hour update" Boise Idaho
August 2011, Practice of Appraisal Review-FHA Protocol, Boise Idaho
August 2011, US Department of Housing & Urban Development (HUD) "How to
June 2012, "The Appraiser As An Expert Witness" Appraisal Institute ~ Phoenix AZ
Complete Today's FHA Appraisal" Phoenix Arizona. 7 hours
January 2013, "Business Valuations, Fundamentals, Techniques, Theory, Applications & Calculations of the Income and Asset Approaches to Value, Competed Transaction and Guideline Public Comparable Methods, Special Purpose Valuations, Case Studies in Business Valuation." 45 Hours & Exam.~ Scottsdale, AZ. Consultants Training Institute
February 2013~ National USPAP update ~ Instructor ~ AZ School of RE & Business, Scottsdale, AZ ~ 7 Hours.
February 2013~ Appraiser Supervisor class ~ AZ School of RE & Business, Scottsdale, AZ ~ 4 Hours
February 2013~ 7 hrs, AFMRA Agriculture Forum, Phoenix, AZ
May 2013~6.5 hrs. Condemnation Summit ~ Bryan~Cave ~ Phoenix, AZ

June 2013 ~ 24 hours, Arizona State Board of Equalization Hearing Officer Training, Tucson, AZ.

June 2013~ 3 Hours, Arizona School of Real Estate & Business, Instructor Development Workshop ~ Real Estate Legal Issues, Scottsdale, Arizona

PARTIAL LIST OF CURRENT AND PREVIOUS CLIENTS:

State of California Probate Court, Chase Home Loans, Washington Mutual Bank, M & I Bank, Countrywide Home Loans, Wells Fargo Bank, City of Chandler Arizona, Bank One, Desert Schools Credit Union, US Bank, Arizona Federal CU, Alliance Bank of AZ, Federal Deposit Insurance Corporation. Bank of America, United State Bankruptcy Court. Utah District ,and Arizona District. Central Bank of Arizona, Western State Bank, Unison Bank.

MOST RECENT EXPERT WITNESS EXPERIENCE

Expert Witness Testimony: 02/18/2011 Superior Court of the State of Arizona, Pima County M & I Bank v. Jeff Porteck case# C20102134

Expert Witness Testimony: 10/27/2010 US Bankruptcy Court District of Arizona re: Chapter 11 proceedings, The Pecans of Queen Creek, LLC case # 2:09bk-29332-EWH

Most recent Deposition: 10/18/2010 Tiffany & Bosco, P.A. case # C20102134

Expert Witness Testimony: 03/04/2011, Arizona Superior Court Maricopa County, Trial #FC2010-051577, Roubicek v. Stout

Expert Witness Testimony: 11/10/2011, Tiffany & Bosco, P.A. Case #10-31085 Pinal County Superior Court (Tranqucci)

Expert Witness Testimony: 2/1/2012, Jackson White, P.C. Case #CV2011-0069231085 Pinal County Superior Court (M & I Bank v.Lisa L. Kolar Honorable, Janna L Vanderpool

Expert Witness Testimony: 09/18/2012, Cooper & Rueter, LLC, Case #CV201000573, Pinal County Superior Court (Claudio Nava Tapia v. Terri L Fetters). Honorable Bradley M Soos.

Appointments:

Coconino County Board of Equalization, Hearing Officer, 2009 - present

Apache County Board of Equalization, Hearing Officer, 2010 -2012

Navajo County Board of Equalization, Hearing Officer, 2010 - 2012

Board of Directors, Appraisal Institute~ Phoenix Chapter Director 2013-2014

Court Mediator, Alternative Dispute Resolution ~ Superior Court of Coconino Arizona. 2010- present

HEARING OFFICER AGREEMENT (hereinafter the "Agreement"), made this day of May 2013, BETWEEN

HOWARD C. JOHNSON, of P.O. Box 12184, Chandler, Arizona 85248, (hereinafter the "Hearing Officer"), AND

APACHE COUNTY, a political subdivision of the State of Arizona, of 75 W Cleveland Street, St. Johns, Arizona, 85936, (hereinafter the "County");

WHEREAS

- A. County may appoint a Hearing Officer pursuant to ARS 42-16103, to hold hearings, review and make initial determinations on petitions filed pursuant to ARS 42-16105, and
- B. The County Board of Supervisors appointed Howard C. Johnson as a Board of Equalization Hearing Officer at a regular Board meeting previously held, and said appointment has not been revoked or superseded, and
- C. Hearing Officer has substantial knowledge and experience in property values and appraisal procedures; and
- D. Hearing Officer has attended or will attend the annual training conducted by Arizona Department of Revenue pursuant to ARS 42-16103 (C); and
- E. The County wishes to engage the Hearing Officer on the terms and conditions herein;

THEREFORE, in consideration of the mutual promises set out herein, Hearing Officer and County agree as follows:

1. SCOPE OF WORK. The Hearing Officer shall hold hearings, review and make initial determinations on petitions filed under ARS § 42-16105 and ARS § 42-16254 as decided by the Board of Supervisors. The Hearing Officer shall attend annual training provided for Apache County pursuant to ARS § 42-16103 (C). Regular Appeal Hearings will be scheduled to allow the Hearing Officer to submit his findings of fact and recommendations to the County Board in order for the County Board to meet the statutory deadline each year. Notice of Change hearings will be scheduled to allow the Hearing Officer to submit his findings of fact and recommendations to the County Board in order for the County Board to meet the statutory deadline of the third Friday in November. The number of hearings scheduled will be sufficient to allow all legally submitted petitions to be heard. Taxpayer Notice of Claim hearings will be schedule pursuant to ARS § 42-16254. The Hearing Officer shall be available telephonically when the Board of Supervisors, as the Board of Equalization, considers the Hearing Officer's recommendations.
2. TERM. This Agreement shall be effective as of July 1, 2013 and shall continue until June 30, 2015, unless otherwise terminated pursuant to Sections 5 or 7.

3. **COMPENSATION.** The Hearing Officer shall be paid \$50 per clock hour for hearings and preparation. Hearing dates will be billed at a minimum of 4 hours. Mileage for travel to and from hearings will be reimbursed at the Internal Revenue Service approved reimbursement rate in effect at the time the hearings are held. **Hearing officer shall be paid the State lodging and meal per diem rate of \$120 per day for hearings conducted in St. Johns.** The Hearing officer will be compensated at the normal hourly rate to attend the required annual training. If the Hearing Officer is attending the training on behalf of multiple counties, the hourly rate, lodging and meal per diem will be based on a pro rata basis based on the total number of counties the Hearing Officer is representing. (I.e. If the Hearing Officer is representing Apache, Navajo and Coconino Counties, at the same training, Apache would only be billed 1/3 of the total hourly rate, lodging and daily meal per Diem. The 2013 June training will be held **in Tucson for 3 days.**
4. **PAYMENT.** Hearing Officer shall render a bill for services provided. The bill shall provide details showing the hours worked, mileage reimbursed and shall be accompanied by a claim pursuant to ARS § 11-621, et. seq.
5. **TERMINATION.** This Agreement may be terminated at any time by written mutual consent of the parties, and may be terminated by the County in its sole discretion by giving one day written notice.
6. **INDEPENDENT CONTRACTOR.** Hearing Officer is an independent contractor and is responsible for withholding and payment of all applicable state and federal taxes. The Hearing Officer is not an employee of County and shall not be entitled to any benefits to which employees of County are entitled. This Agreement shall not grant exclusive right to handle all hearings to Hearing Officer, and it is understood that the Apache County Board of Supervisors may choose to handle certain appeals and/or additional hearing officers may be retained as well.
7. **CONFLICT OF INTEREST**
 - A. Hearing Officer shall not hear any matter relating to the appeal of the classification or valuation of any property in which said Hearing Officer is providing advice or representing any party, with or without compensation.
 - B. In addition to disqualification for conflicts of interest defined in ARS § 38-501, et seq., no Hearing officer shall hear an appeal if within the last twelve months the Hearing Officer has had a direct business relationship with:
 - 1) The owner of the property subject to the appeal, or
 - 2) The owner's designated agent, or
 - 3) The owner's attorney for purpose of the appeal.
 - C. For the purpose of this agreement, a direct business relationship is:

- 1) Any employer-employee relationship, or
- 2) Any joint ownership of a business or commercial venture, or
- 3) Any contractual relationship, or
- 4) Any co-ownership of property, except in those cases where the hearing Officer is a limited partner and holds less than a 5% interest in the limited partnership. This exception shall not be construed to allow a Hearing Officer to hear any appeal in which the Hearing Officer has any interest in the property subject to the appeal.

D. All appeals of the valuation or classification of any property in which the Hearing Officer has any interest shall not be heard by the Hearing Officer, but shall instead be heard by an Alternate Hearing Officer or by the Board of Equalization.

E. This contract is subject to the provisions of ARS § 38-511, which provides in pertinent part: "The State, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty of further obligation, made by the State, its political subdivision, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies or either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinbefore indicated.

 Howard C. Johnson
 Board of Equalization Hearing Officer

 Tom M. White, Jr.
 Apache County Board of Supervisors

 Witness Signature

ATTEST:

 Witness Name Printed

 Ms. Beth Bond
 Asst. Clerk of the Board

Approved as to form:

 Deputy County Attorney

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

RESOLUTION NUMBER: 2013-___

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Delwin Wengert
CLERK OF THE BOARD

Beth Bond

From: Delwin P. Wengert
Sent: Tuesday, July 02, 2013 7:36 AM
To: Barry Weller; Joe Young
Cc: Ryan Patterson; Beth Bond
Subject: FW: New Agreement
Attachments: Amendment 1 Apache Cty 13xx.docx

Here is the agreement with APHIS for fiscal year 2013/2014 for your review. We will put this on the agenda for the 16th of July.

Delwin Wengert
Apache County Manager
(928) 337-7503 Work
(928) 245-4979 Mobile

From: Williams, Daniel J - APHIS [<mailto:D.J.Williams@aphis.usda.gov>]
Sent: Tuesday, July 02, 2013 7:24 AM
To: Delwin P. Wengert
Subject: RE: New Agreement

Here you go.

V/R
Dan Williams
Budget Analyst
8836 N. 23rd Ave. Suite 2
Phoenix, AZ 85021
d.j.williams@aphis.usda.gov
602-870-2081

From: Delwin P. Wengert [<mailto:dpwengert@co.apache.az.us>]
Sent: Tuesday, July 02, 2013 6:58 AM
To: Williams, Daniel J - APHIS
Subject: RE: New Agreement

Dan,

I haven't seen the new contract. Please send me a copy so that I can get it before the Board for approval.

Thanks

Delwin Wengert
Apache County Manager
(928) 337-7503 Work
(928) 245-4979 Mobile

From: Williams, Daniel J - APHIS [<mailto:D.J.Williams@aphis.usda.gov>]
Sent: Monday, July 01, 2013 10:10 AM

To: Delwin P. Wengert
Cc: rimrocked.km@gmail.com; Bergman, David L - APHIS
Subject: New Agreement

Good Morning,

Today starts a new fiscal year for the counties and I was just following up to see where we are on the new contract? I have not received it yet.

Thanks,

V/R
Dan Williams
Budget Analyst
8836 N. 23rd Ave. Suite 2
Phoenix, AZ 85021
d.j.williams@aphis.usda.gov
602-870-2081

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AMENDMENT 1
To The
2013 WORK AND FINANCIAL PLAN
between
COUNTY OF APACHE
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Pursuant to Cooperative Service Agreement No. 11-73-04-2596-RA between County of Apache (Cooperator) and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), is hereby amended to increase the funding from \$6,998.00 to \$39,976 and to extend the performance period to June 30, 2014.

IV. COST ESTIMATE FOR SERVICES

The cooperator will reimburse APHIS-WS for expenses incurred, not to exceed \$39,976.00. WS will submit quarterly bills for actual costs incurred to WS for performance of work as delineated in the Work Plan. Such costs include, but are not limited to, salary/benefits, vehicle use, supplies/equipment and administrative costs. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of APHIS-WS if required. Any equipment and supplies purchased under the terms of this agreement will remain the property of APHIS-WS.

Salary/Benefits	\$60,686
Travel/Per Diem	\$ 4,000
Vehicle Use	\$ 17,000
Horse/Dog Hire	\$ 3,394
Equipment/Supplies	\$ 3,500
Less Depart of Ag. Contribution	-4,500
Less WS Contribution	-49,662
Subtotal	34,418
APHIS Overhead (16.15%)	5,558
TOTAL	\$39,976

All other terms of the FY13 Work and Financial Plan remain unchanged.

V. AUTHORIZATION

COUNTY OF APACHE
APACHE COUNTY BOARD OF SUPERVISORS
P.O. BOX 428
ST. JOHNS, AZ 85936

(928) 337-7503

Tax Identification Number: 86-6000385 E

Chairman, Apache County Board of Supervisors

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Tax Identification Number: 41-0696271

State Director, Arizona

Date

Acting Director, Western Region

Date

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: _____

7/8/13

per Mr White via Dew

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

Req Approval of the Mansel's Sublease for the Mansel's Pool yard

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

LEASE AGREEMENT

This Lease Agreement entered into this ___th day of _____, 2013, by and between Apache County, a political subdivision of the state of Arizona, hereinafter referred to as "Lessor" and the Navajo Nation Police Department, Information Management Section, hereinafter referred to as "Lessee."

RECITALS

WHEREAS, Lessor owns or leases certain real property and improvements more particular described on Exhibit A attached hereto ("**Property**") located in Apache County, in or near Ganado, State of Arizona;

WHEREAS, Lessee is in need of office space in Ganado, Arizona due to the closure of its current building;

WHEREAS, Lessee now desires to lease the Property from Lessor upon the terms and conditions of this Agreement.

NOW THEREFORE, for the mutual promises and consideration contained herein, the parties agree as follows:

AGREEMENT

I. TERM

The Term of this Agreement shall be five years. The Term shall commence on the date this Lease Agreement is signed by both parties and shall remain in effect for the period of one year therefrom. This Lease shall be automatically renewed for an additional five year period if not terminated by the parties.

II. TERMINATION

This lease agreement may be terminated at any time by either party with thirty days written notice to the other party.

III. AUTHORITY

Lessee acknowledges that it has the authority to enter into this Lease Agreement and has followed all policies and procedures as required by the Navajo Police Department, and the Navajo Nation.

III. PREMISES

Lessor shall lease to Lessee the Property more particularly described in Exhibit A attached hereto.

III. RENT PAYMENTS

Lessee shall pay to Lessor rent in the amount of Five Hundred dollars (\$500.00) per month (\$6,000.00 annual). The payment is due in advance and payable on or before the first day of each month and each month thereafter throughout the term of this Agreement.

IV. UTILITIES

Lessee will assume full responsibility for the cost of utilities (electrical, sewer, water, or other) associated with its occupancy of the Property.

V. REPAIR AND MAINTENANCE

Lessor shall at all times keep the Property in a fit and habitable condition, and shall maintain in good working order, all plumbing, electrical and mechanical systems which are on and a part of the Property.

Lessee will make no improvements to the Property without prior written authorization by the Lessor. It is generally understood between the parties that Lessor is the proper party to perform any property repair or construction.

VI. ASSIGNMENT AND SUBLETTING

Lessee shall not assign, sublet, transfer, or become hypothecated in any manner of its rights under this Agreement without the express written consent of the Lessor.

VII. ATTORNEY'S FEES

In any action for default, breach, or to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees as fixed by the court having jurisdiction of the action.

VIII. INSPECTION

Lessor shall have the right of reasonable access to inspect the Property upon the giving of two days notice to Lessee. No notice shall be required; however, in cases of emergencies or where notice is impractical.

IX. BREACH

The failure by either party to fully perform under any or all of the terms and conditions of this Agreement shall constitute a breach of this Agreement entitling the offended party to take any and all such action as provided by law and equity. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

X. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties hereto, and any other or prior understandings or agreements shall have no further force and effect unless expressed herein.

XI. NOTICES

All notices and communication concerning this Agreement shall be directed to contact representatives at the following addresses:

To Lessor:

Apache County Board of Supervisors
P.O. Box 428
St. Johns, Arizona 85936

To Lessee:

Orlando Bowman
Information Management Section
P.O. Box 3360
Window Rock, Arizona 86515

XII. MISCELLANEOUS PROVISIONS

If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

XIII. COUNTERPARTS

This Agreement may be executed in several counterparts or via facsimile, but all such counterparts or facsimile shall constitute one and the same Agreement and shall be binding on all parties upon execution of their respective signature.

XIV. INSURANCE

The Lessor shall maintain casualty and fire insurance on the building. Lessee shall maintain premises liability insurance. Lessee shall indemnify and hold Lessor harmless for all injuries, damages, expenses, costs or liabilities caused by Lessee's employees', officers' or agents' actions occurring in relation to this lease agreement.

XIV. NOTICE OF A.R.S. 38-511

The parties acknowledge that this agreement is subject to termination under A.R.S. 38-551 for violation of the Arizona Conflict of Interest statute.

In witness whereof, the parties execute this Agreement:

Lessor

Lessee

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

EXHIBIT A

The Property consists of certain space within a modular building more particularly described as:

A Double-wide Modular Building (24' x 70') on a parcel of land known as parcel "B" being 200' x 281', and as described in Docket 471, Page 158-165 of the Apache County Records. Said parcel being part of a "Modification of Lease" between Navajo Tribal Council and Apache County. Said lease being originally approved February 21, 1984 as recorded in Docket #438, Page #222-229 at the office of the Apache County Recorder. Located in the Southeast Corner of Section 27, TN27N, RG.26E, Gila and Salt River Base Meridian, Ganado, Arizona.

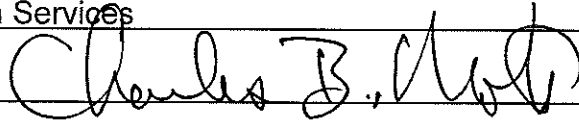
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Apache County Probation Services

Date/Signature:

7/8/13



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

The Adult Probation Division requests Apache County provide \$3,503.00 in matching funds for an ongoing Drug, Gang and Violent Crime Control Program (DEA) Grant. The State of Arizona will disburse \$14,011.00 in monies for a total of \$17,514.00.

Date & Time Needed:

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resource Other _____

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued to: _____

Signature, Clerk of the Board

ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS, ADULT PROBATION SERVICES DIVISION
Drug, Gang and Violent Crime Control Program

Cycle 27 Plan
July 1, 2013 – June 30, 2014

Check the applicable program area box(es) for projects to be funded

Adjudication Indigent Defense Probation

GRANTEE: Supreme Court - AOC County: Apache County

SOURCE OF 20% LOCAL MATCH: County General Funds

SUBMITTED BY: Charles B. Moter, Director of Probation
Name & Title Signature & Date

Signature & Date

Signature & Date

Signature & Date

QUARTERLY REPORTS TO BE PREPARED BY:

Ada Guinn, Administrative Coordinator 928-337-7900
Name & Title Telephone #

APPROVED BY: Presiding Superior Court Judge
Date Signed

BUDGET SUMMARY

ADJUDICATION	DRUG, GANG & VIOLENT CRIME FUNDS	20% LOCAL MATCH
A. Salaries & Fringe Benefits:		
Personnel - Other - Clerk of Court		
ERE - Clerk of Court		
Personnel Other - Superior Court		
ERE - Superior Court		
Salaries & Fringe Benefits Total	\$ -	\$ -
B. Professional & Outside/Consultant & Contractual Services		
C. Operating Expenses		
ADJUDICATION TOTAL	\$ -	\$ -

INDIGENT DEFENSE	DRUG, GANG & VIOLENT CRIME FUNDS	20% LOCAL MATCH
A. Salaries & Fringe Benefits:		
Personnel - Other		
ERE		
Salaries & Fringe Benefits Total	\$ -	\$ -
B. Professional & Outside/Consultant & Contractual Services		
C. Operating Expenses		
INDIGENT DEFENSE TOTAL	\$ -	\$ -

BUDGET SUMMARY (CONTINUED)

PROBATION	DRUG, GANG & VIOLENT CRIME FUNDS	20% LOCAL MATCH
A. Salaries & Fringe Benefits:		
Personnel - Case Carrying PO/SO		
Personnel - Other	\$14,011.00	\$3,503.00
ERE		
Salaries & Fringe Benefits Total	\$ 14,011.00	\$ 3,503.00
B. Professional & Outside/Consultant & Contractual Services		
C. Operating Expenses		
PROBATION TOTAL	\$ 14,011.00	\$ 3,503.00
GRAND TOTAL	\$ 14,011.00	\$ 3,503.00

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Malena Bazurto, Grants Manager

Date/Signature: 7/8/2013

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

Review and approval of Environmental Review Record for the Apache County Fairgrounds CDBG Project, AZ Department of Housing Contract 130-13.

Date & Time Needed: 7/2/2013

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

E-4 - STATUTORY WORKSHEET

[HUD Region IX Recommended Format – Revised 2011- previous versions are obsolete]

Use this worksheet only for projects that are Categorically Excluded per 24 CFR Section 58.35(a).

(NOTE: Compliance with the laws and statutes listed at 24 CFR § 58.6 must also be documented)

24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

PROJECT NAME and DESCRIPTION – Include all contemplated actions that logically are either geographically or functionally part of the project: Apache County Fairgrounds ADA Improvements, which include construction of new ADA restroom facilities, centrally located on the property (which will also involve the removal of a current shade structure), constructing concrete access to the facilities, and constructing a retaining wall; re-purposing the current restroom facilities as a storage room; and constructing twelve ADA accessible parking spaces near the main exhibit building.

This proposal is determined to be categorically excluded according to: 24 CFR § 58.35

DIRECTIONS – Write “A” in the Status Column when the proposal, by its scope and nature, requires no mitigation or formal consultation in order to be in compliance with the related laws and regulations; OR write “B” if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation. Regardless of whether “A” or “B” is noted, the compliance determination must be recorded and credible, traceable and supportive source documentation must be supplied. (Refer to the “Statutory Worksheet Instructions”)

Compliance Factors:

<u>Statutes, Executive orders, and Regulations listed at 24 CFR §58.5</u>	<u>Status A / B</u>		<u>Compliance Determination & Documentation (letters, phone calls, on-site visit dates, etc.) MUST BE CITED</u>
1. Historic Preservation (includes archeology & relevant Tribes) [36 CFR Part 800]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.17.13 Certified letter sent to State Historic Preservation Office; 5.17.13 E-mail sent to the following Tribal entities: (continued on attached page)
2. Floodplain Management [24 CFR 55, Executive Order 11988]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.17.13 Certified letters sent to the Project Engineer and Arizona Department of Water Resources. (continued on attached page)
3. Wetland Protection [Executive Order 11990]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.17.13 Certified letters sent to US Army Corp of Engineers and US Fish and Wildlife. (continued on attached page)
4. Coastal Zone Management Act [Sections 307(c), (d)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(There are no coastal barrier resources in Arizona.)
5. Sole Source Aquifers [40 CFR 149]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.17.13 Certified letter sent to EPA, Region 9. (continued on attached page)
6. Endangered Species Act [50 CFR 402]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.17.13 Certified letter sent to US Fish and Wildlife. (continued on attached page)
7. Wild and Scenic Rivers Act. [Sections 7(b), and (c)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.17.13 Email sent to National Park Service. (continued on attached page)

8. Clean Air Act [Sections 176(c), (d), and 40 CFR 6, 51, 93]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.17.13 Certified letter sent to Arizona Department of Environment Quality (Air Quality). (continued on attached page)
9. Farm Land Protection Policy Act [7 CFR 658]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.17.13 Certified letter sent to Natural Resources Conservation Service. (continued on attached page)
10. Environmental Justice [Executive Order 12898]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	There is no negative impact indicated in any of the other Environmental Areas listed.
11. HUD Environmental Standards Noise Abatement and Control [24 CFR 51B]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.17.13 Certified letters sent to St. Johns Planning Department and Project Engineer. (continued on attached page)
Explosive & Flammable Operations [24 CFR 51C]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.17.13 Certified letters sent to the St. Johns Police Chief, St. Johns Fire Chief, and St. Johns Planning Department. (continued on attached page)
Hazardous, Toxic or Radioactive Materials & Substances [24 CFR 58.5(i)(2)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.17.13 Certified letters sent to the St. Johns Police Chief, St. Johns Fire Chief, and St. Johns Planning Department. (continued on attached page)
Airport Clear Zones & Accident Potential Zones [24 CFR 51D]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.17.13 Certified letter sent to the St. Johns Airport. (continued on attached page)

DETERMINATION:

This project converts to EXEMPT, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); **Funds may be committed and drawn down** for this (now) EXEMPT project; OR

This project cannot be converted to Exempt status because one or more statutes or authorities require formal consultation or mitigation. Complete consultation/mitigation protocol requirements. **Publish NOI/RRF and obtain Authority to Use Grant Funds** (ADOH E-13/HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down funds; OR

The unusual circumstances of this project may result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare EA according to 24 CFR Part 58 Subpart E.

Prepared by *(insert name and title)*
Tracy Bouvier, NACOG, CDBG Program Specialist


Signature

7/8/13
Date

Certifying Officer for Responsible Entity *(insert name and title)*
Tom M. White, Jr., Chairman, Apache County Board of Supervisors

Signature

Date

Recipient: Apache County
ADOH Contract No. CDBG #130-13

E-4 Statutory Checklist (continued)

1. (Historic Preservation)

State Historic Preservation Office
White Mountain Apache Tribe of the Fort Apache Reservation
White Mountain Apache Tribe of the Fort Apache Reservation, THPO
San Carlos Apache Tribe of the San Carlos Reservation
San Carlos Apache Tribe of the San Carlos Reservation, THPO
Navajo Nation
Navajo Nation, THPO

5.20.13 written response from Mark T. Altaha, White Mountain Apache Tribe, Historic Preservation Office, indicates that the Tribe has determined that the proposed project will not have an effect on Tribal historic properties and/or traditional cultural properties.

5.22.13 written response from Robert Frankeberger, State Historic Preservation Officer, concurred with the finding of no historic properties affected.

A site inspection by Tracy Bouvier, NACOG, CDBG Program Specialist, on 5.9.12, determined that there were no historic properties that would be affected by the project.

2. (Floodplain Management)

The project is not within a 100-year flood hazard identified in FEMA maps (zones A or V) or similar information provided by other entities. The project does not involve a critical action such as a fire station, hospital, or elderly housing project, nor is the project within the 500-year flood hazard (zone B).

3. (Wetlands Protection)

5.31.13 written response from Sallie D. McGuire, Chief, Arizona Branch, Regulatory Division, Department of the Army, Los Angeles District, Corps of Engineers, indicated that the project is not subject to their jurisdiction and no Section 404 permit is required from their office.

5. (Sole Source Aquifers)

The project is not located near and is not served by an EPA designated sole source aquifer, as indicated by the EPA Region 9 Sole Source Aquifer Groundwater map (attached).

6. (Endangered Species Act)

6.3.13 written response from Daniel E. Nelson, Project Evaluation Specialist, Arizona Game and Fish Department, indicated the presence of protected and threatened bird species. Mr. Nelson indicated that Game and Fish is not authorized to make determination of effect for these species and recommended contacting US Fish and Wildlife Service for determination. The online Environmental Review Tool supplied by Arizona Game and Fish is being provided to the Project Engineer.

6.6.13 written response from Steven L. Spangle, Field Supervisor, US Fish and Wildlife Service, indicated their opinion that no endangered or threatened species or critical habitat will be affected by this project; nor is this project likely to jeopardize the continued existence of any proposed species or adversely modify any proposed critical habitat; no further review is required for this project at this time.

7. (Wild and Scenic Rivers Act)

7.15.13 written response from David Hurd, National Park Service, Intermountain Region External Review Team, indicated that the National Park Service has reviewed the project and has no comment at this time.

8. (Clean Air Act)

5.21.13 written response from Diane L. Arnst, Manager, Air Quality Legal Support Section, Arizona Department of Environmental Quality, indicated that the project is not located in a maintenance or nonattainment area for any air quality regulated pollutants. As described it may have a de minimis impact on air quality. ADEQ recommendations for minimizing adverse impacts on health and welfare are being provided to the Project Engineer.

9. (Farm Land Protection Policy Act)

6.3.13 written response from Leslie Glover II, Senior Regional Soil Scientist, Natural Resource Conservation Service, indicated that this project will not take place on land that is currently unzoned or agriculturally zoned. It will not directly or indirectly encourage conversion of farmland to non-agricultural purposes; or the project is located on prime farmland but is in an area committed to urban areas.

11.a. (HUD Environmental Std., Noise Abatement and Control)

6.3.13 written response from Evan Nelson, City Clerk/Finance Director, City of St. Johns, indicated that the project will not be affected by or induce noise impacts on residential land use in excess of HUD's exterior standard of 65 Decibel Noise Levels or interior level standards of 45 Decibel Noise Levels after construction, based on HUD Noise Assessment Guidelines or other acoustical data.

A site inspection by Tracy Bouvier, NACOG, CDBG Program Specialist, on 5.9.12, revealed no high levels of noise in the area.

11.b. (HUD Environmental Std., Explosive & Flammable Operations)

5.29.13 written response from Police Chief Donald Jones indicated that the St. Johns Airport is in the vicinity and has fueling capabilities. The terminal and fuel station are some distance away, but in the vicinity.

Tracy Bouvier, NACOG, CDBG Program Specialist contacted Chief Jones by telephone on 7.2.13. Chief Jones said because "vicinity" was not defined, he could not say that the airport fueling center was not in the "vicinity" but did not see the airport fuel station as a problem for the project.

6.3.13 written response from Evan Nelson, City Clerk/Finance Director, City of St. Johns, and 6.5.13 written response from Asst. Chief of EMS, City of St. Johns, St. Johns Emergency Services, indicated that the project is not in the vicinity of any hazardous operation involving explosive or flammable fuels or chemicals which exceed the following standards: explosion, 0.5 psi overpressure; fire to buildings, 10,000 BU/ft (2) hr; fire to people in unprotected areas (i.e. outdoors), 450 BTU/ft (2) hr.

A site inspection by Tracy Bouvier, NACOG, CDBG Program Specialist, on 5.9.12, revealed no hazardous operation involving explosive or flammable fuels in the vicinity. The airport terminal (which does have fueling capabilities) is not in the immediate vicinity of the project.

11.c. (HUD Environmental Std., Hazardous, Toxic or Radioactive Materials and Substances)

6.3.13 written response from Evan Nelson, City Clerk/Finance Director, City of St. Johns, and 6.5.13 written response from Asst. Chief of EMS, City of St. Johns, St. Johns Emergency Services, indicated that the project is not exposed to toxic chemicals or radioactive materials.

A site inspection by Tracy Bouvier, NACOG, CDBG Program Specialist, on 5.9.12, revealed no exposure to toxic or radioactive materials.

11.d. (Airport Clear Zones and Accident Potential Zones)

5.31.13 written response from Gary Liston, Airport Manager, St. Johns Airport, City of St. Johns, indicated that this project does not lie within a designated civilian airport RCZ, military CZ or an APZ; or, this project may or does lie within a designated RCZ, CZ or APZ; however, the project site is acceptable and there are no airport plans to purchase the project site.

E-CO CERTIFYING OFFICER DESIGNATION (for Local Units of Government)

The Certifying Officer, responsible for compliance with all environmental review requirements, is usually the chief elected official (Mayor or Board Chair) or administrative officer (Town or County Manager) for the responsible entity/jurisdiction in which the project is located, or his/her designee. The designee should be an official with the legal authority to unilaterally sign a contract which obligates the grantee. The original of this executed form must be included in the Environmental Review Record.

Designation:

Tom M. White, Jr., Chairman, Board of Supervisors, of Apache County, is the Certifying Officer as defined in 24 CFR Sec. 58.13 for the Environmental Review requirements of ADOH CDBG funds, Contract Number: CDBG #130-13.

Date: **7/2/2013**

Designated by: _____

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

Acknowledgement:

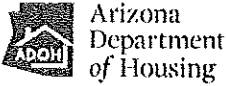
I, **Tom M. White, Jr., Chairman, Apache County Board of Supervisors**, accept the responsibilities of the Certifying Officer for **Apache County**, as defined in 24 CFR 58.13. I consent to assume the status of "responsible Federal official" as that term is used in section 102 of the National Environmental Policy Act of 1969 and understand that I am responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5 insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

On behalf of the recipient, I personally accept the jurisdiction of the Federal courts for enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Certifying Officer Signature: _____

Date: **July 2, 2013**

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



E-3.1 DETERMINATION FORM (HUD REV. 2011)

RECIPIENT: Apache County
ADOH Contract No.: CDBG #130-13

1. PROJECT DESCRIPTION

Project Name: Apache County Fairgrounds ADA Improvements

Project Location: Apache County Fairgrounds, 825 West 4th North, St. Johns, Apache County, Arizona 85936

Activities (include maximum contemplated scope, magnitude and duration):

ADA Improvements include construction of new ADA restroom facilities, centrally located on the property, which will also involve the removal of a current shade structure, constructing concrete access to the facilities, and constructing a retaining wall; re-purposing the current restroom facilities as a storage room; and constructing twelve ADA accessible parking spaces near the main exhibit building. The project completion date is January 31, 2015.

2. Level of Environmental Review Determination:

Exempt per 24 CFR 58.34 or Categorically Excluded per 24 CFR 58.35(b) or 24 CFR 50.19; Categorically Excluded subject to statutes per §58.35(a) or 24 CFR 50.20, and subject to laws and regulations at 24 CFR 58.5 or 50.4; Environmental Assessment per § 58.36, or EIS per 40 CFR 1500. Cite specific provision (e.g. "24 CFR 58.35(a)(3)(ii), rehabilitation of Multi-family buildings"):

Environmental Assessment, per Sec. 58.36

3. Flood Insurance, Airport Clear Zone, and Coastal Barrier Resource Compliance:

(24 CFR 58.6 or 24 CFR 50.4(b)(1), 50.4(c)(1), and 50.4(k))

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT

1. Does the project involve the acquisition, construction or rehabilitation of structures, buildings or mobile homes?
 No. Flood insurance is not required. The review of this factor is completed.
 Yes; continue.
2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?
 No. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):
Zone D, Panel Number 3975E, Map Number 04001C3975E, 9/28/2007 (Factor review completed).
 Yes. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):
(Continue reviews).
3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
 Yes. Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declarations must be kept in the Environmental Review Record.
 No. (Federal assistance may not be used in the Special Flood Hazards Area).

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property?
 No. This element is completed.
 Yes; continue.
2. Is the proposed location within 3,000 ft. of a civil airport runway or within 15,000 ft. of a military airfield?
 No. Attach Map. This element is completed.
 Yes; continue

E-3 LEVEL OF ENVIRONMENTAL REVIEW

RECIPIENT APACHE COUNTY

ADOH Contract No: CDBG #130-13

ADOH ENVIRONMENTAL REVIEW RECORD***LEVEL OF ENVIRONMENTAL REVIEW***

Determine the type of environmental review necessary by checking the box that best describes the activity.

A. EXEMPT ACTIVITIES

1. The following are **EXEMPT** activities or components of an activity (§58.34). Check the appropriate box and complete the required documentation for Exempt activities.
 - Environmental or other studies, resource identification, development of plans and strategies
 - Information and financial services
 - Administration and management Activities
 - Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation, and welfare or recreational needs
 - Inspections and testing of properties for hazards or defects
 - Purchase of insurance
 - Purchase of tools
 - Engineering or Design costs
 - Technical assistance and training
 - Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration
 - Payment of principal and interest on loans made or obligations guaranteed by HUD
2. **The following activities are Categorically Excluded** (not subject to §58.5) and therefore considered EXEMPT. Check the appropriate box and complete the required documentation for Exempt activities.
 - Supportive services including but not limited to health care, housing services, permanent housing placement, nutritional services, short term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services.
 - Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs.
 - Equipment necessary to the operation of a service such as a fire truck, ambulance, transportation service vehicles, etc.

D. Level of Environmental Review:

- This project is Exempt
- This project is Categorical Excluded considered Exempt per 24 CFR 58.35(b).
- This project is Categorical Excluded
- This project requires an Environmental Assessment

Compliance Officer (FOR NON-PROFITS ONLY) *(insert name and title)*

Signature

Date

Certifying Officer for Responsible Entity *(insert name and title)*
Tom M. White, Jr., Chairman,
Apache County Board of Supervisors

Signature

Date

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Malena Bazarro, Grants Manager

Date/Signature: 7/8/2013

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

Review and approval of Environmental Review Record for the Saint Johns Senior Center CDBG Project, AZ Department of Housing Contract 113-13.

Date & Time Needed: 7/16/2013

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

E-CK.1 CHECKLIST FOR AUTOMATICALLY EXEMPT PROJECTS

ADOH Contract No.: 113-13 Activity No.: _____

**ENVIRONMENTAL REVIEW RECORD
Checklist for AUTOMATICALLY EXEMPT PROJECTS**

Complete this form **only** if an entire project is exempt, e.g. planning. In addition to the forms/documents listed, any additional ERR-related documents and correspondence should be included in this file.

Date Completed	Item
_____	Form E-CO: Certifying Officer Designation Form; or ✓
<u>NA</u>	Form E-CO.1: Compliance Officer Designation Form (For Non-Profits Only)
_____	Form E-1: Project Narrative
_____	Form E-2: Documentation of Exemption
_____	Form E-3: Level of Environmental Review ✓
_____	Form E-3.1: Determination Form ✓

Note: The Recipient does not need to publish any notices or submit a Request for Release of Funds and Certification (E-12) to State of Arizona Department of Housing (ADOH). ADOH will not issue an E-13 Authority to Use Grant Funds but will send correspondence to the Recipient upon approval of the Exempt ERR documentation allowing the recipient to begin work on the project.

E-3 LEVEL OF ENVIRONMENTAL REVIEW

RECIPIENT APACHE COUNTY

ADOH Contract No: 113-13

ADOH ENVIRONMENTAL REVIEW RECORD**LEVEL OF ENVIRONMENTAL REVIEW**

Determine the type of environmental review necessary by checking the box that best describes the activity.

A. EXEMPT ACTIVITIES

1. The following are **EXEMPT** activities or components of an activity (§58.34). Check the appropriate box and complete the required documentation for Exempt activities.

- Environmental or other studies, resource identification, development of plans and strategies
- Information and financial services
- Administration and management Activities
- Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation, and welfare or recreational needs
- Inspections and testing of properties for hazards or defects
- Purchase of insurance
- Purchase of tools
- Engineering or Design costs
- Technical assistance and training
- Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration
- Payment of principal and interest on loans made or obligations guaranteed by HUD

2. **The following activities are Categorically Excluded** (not subject to §58.5) and therefore considered EXEMPT. Check the appropriate box and complete the required documentation for Exempt activities.

- Supportive services including but not limited to health care, housing services, permanent housing placement, nutritional services, short term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services.
- Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs.
- Equipment necessary to the operation of a service such as a fire truck, ambulance, transportation service vehicles, etc.

2. **EXEMPT Activities** (cont'd)

- Economic development activities including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations.
- Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closings costs and down payment assistance, interest buy-downs, and similar activities that result in the transfer of title. **(Dwelling units located in a Floodplain cannot be downgraded to exempt)**
- Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.

B. **CATEGORICALLY EXCLUDED** activities. Check the appropriate box and complete the required documentation for CE activities.

- An activity from Section A.2 that is in or will impact on a floodplain or airport clear zone.
- Acquisition, repair, improvement, reconstruction or rehabilitation of public facilities and improvements (*other than buildings*) when the facilities/improvements are in place and will be retained in the same use *without change in size or capacity of more than 20%*.
Examples: Replacement of water or sewer lines, sidewalk/curb reconstruction, street repaving.
- Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.
- Rehabilitation of a single family dwelling up to 4 units (*the "unit" reference pertains to the number of units to be included with each contract with a General Contractor*) if the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or wetland.
- Rehabilitation of multi-family if unit density is not changed more than 20%, the project does not involve changes in land use from residential to non-residential, the footprint of the building is not increased in a floodplain and the estimated cost of the rehab does not exceed 75% replacement value.
- Non residential rehabilitation (commercial, industrial, public buildings) only IF: the facilities and improvements are in place and will not be changed in size or capacity by more than 20%; and the activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.
- An individual action (*new construction; development, demolition, acquisition, disposition or refinancing*) on up to 4 dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between
- An individual action (*new construction; development, demolition, acquisition, disposition or refinancing*) on a project of 5 or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site.
- Acquisition (including leasing) or disposition of, or equity loans on an existing structure; , or disposition of an existing structure; or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed or disposed of will be retained for the same use.

C. Those activities not described in Section A or B requires an **ENVIRONMENTAL ASSESSMENT**. Check the box below and complete the required documentation for EA activities.

D. Level of Environmental Review:

- This project is Exempt
- This project is Categorically Excluded not subject to Sec. 58.5 – DOWNGRADED TO EXEMPT.
- This project is Categorically Excluded
- This project requires an Environmental Assessment

Compliance Officer (FOR NON-PROFITS ONLY) *(insert name and title)*

Signature

Date

Responsible Entity *(insert name and title)*
Tom M. White, Jr., Chairman
Apache County Board of Supervisors

Signature

Date

E-CO CERTIFYING OFFICER DESIGNATION (for Local Units of Government)

The Certifying Officer, responsible for compliance with all environmental review requirements, is usually the chief elected official for the responsible entity/jurisdiction in which the project is located, or his/her designee. The designee should be an official with the legal authority to unilaterally sign a contract which obligates the grantee. The original of this executed form must be included in the Environmental Review Record.

Designation:

Tom M. White, Jr., Chairman, Board of Supervisors, of Apache County is the Certifying Officer as defined in 24 CFR Sec. 58.13 for the Environmental Review requirements of ADOH CDBG funds, Contract Number: 113-13

Date: **7/8/2013**

Designated by: _____

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

Acknowledgement:

I, **Tom M. White, Jr., Chairman, Board of Supervisors**, accept the responsibilities of the Certifying Officer for **Apache County**, as defined in 24 CFR 58.13. I consent to assume the status of "responsible Federal official" as that term is used in section 102 of the National Environmental Policy Act of 1969 and understand that I am responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5 insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

On behalf of the recipient, I personally accept the jurisdiction of the Federal courts for enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Certifying Officer Signature: _____

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

Date: **7/08/2013**



E-1 PROJECT NARRATIVE

Recipient: **Apache County**
 ADOH Contract No.: **113-13**

ADOH ENVIRONMENTAL REVIEW RECORD
PROJECT NARRATIVE

1. Project Title: **Saint Johns Senior Center**
2. Project Description: (attach additional pages as necessary) Purchase of fire suppression system for previously purchased exhaust hood for Senior Center kitchen.

Complete item a and b if the information is not included in the attachment.

- a. Geographic Location (street names, compass direction, relation to town limit):
 395 South 1st West in Saint Johns, Arizona.
- b. Size and/or Area (sq. ft. of building, size and length of pipe, no. of units):
 The Senior Citizens association occupies 5,000 square feet of a building owned and operated by Apache County. Use of the space by the Senior Center is pursuant to a Memorandum of Understanding between Apache County and the Senior Association for operation of the Senior Center.
- c. Existing Environmental Conditions (i.e., no sewer system, river contamination, unpaved streets, residential area, fully developed):
 The building sits in a business/residential are of Saint Johns. There are utilities available and complete ADA compliance.
- d. Purpose (i.e., to improve traffic and driving conditions by widening roads):
 At the time of the Senior Center kitchen upgrade, a new stove and exhaust hood were installed. The range exhaust hood lack the necessary fire suppression system. This system holds the Senior Center out of compliance with Arizona State Fire Safety provisions.

e. Cost:			
Federal Funds	Source: CDBG	\$	\$5,000.00
Leverage/Other	Source: Apache County	\$	\$1,000.00
Leverage/Other	Source: _____	\$	
TOTAL		\$	<u>\$6,000.00</u>

4. Map attached with project site clearly marked: Yes
5. Prepared By:



Arizona
Department
of Housing

Name: **Malena Bazarro**, Apache County Grants Manager

Signature: Malena Bazarro 7/8/13

E-3.1 DETERMINATION FORM (HUD REV. 2011)

RECIPIENT: Apache County
ADOH Contract No.: 113-13

1. PROJECT DESCRIPTION

Project Name: Saint Johns Senior Center

Project Location: 395 S 1st Street West, Saint Johns, Arizona

Activities (include maximum contemplated scope, magnitude and duration):

Purchase of fire suppression system for Senior Center kitchen exhaust hood. The project completion date is December 2013.

2. Level of Environmental Review Determination:

Exempt per 24 CFR 58.34 or Categorically Excluded per 24 CFR 58.35(b) or 24 CFR 50.19; Categorically Excluded subject to statutes per §58.35(a) or 24 CFR 50.20, and subject to laws and regulations at 24 CFR 58.5 or 50.4; Environmental Assessment per § 58.36, or EIS per 40 CFR 1500. *Cite specific provision (e.g. "24 CFR 58.35(a)(3)(ii), rehabilitation of Multi-family buildings"):*
Categorically Excluded

3. Flood Insurance, Airport Clear Zone, and Coastal Barrier Resource Compliance:

(24 CFR 58.6 or 24 CFR 50.4(b)(1), 50.4(c)(1), and 50.4(k))

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT

1. Does the project involve the acquisition, construction or rehabilitation of structures, buildings or mobile homes?
 No. Flood insurance is not required. The review of this factor is completed.
 Yes; continue.
2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?
 No. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):
(Factor review completed).
 Yes. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):
(Continue reviews).
3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
 Yes. Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declarations must be kept in the Environmental Review Record.
 No. **(Federal assistance may not be used in the Special Flood Hazards Area).**

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

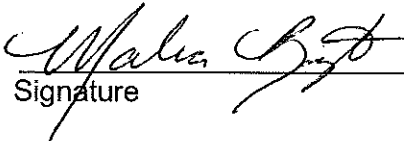
1. Does the project involve the sale or acquisition of existing property?
 No. This element is completed.
 Yes; continue.
2. Is the proposed location within 3,000 ft. of a civil airport runway or within 15,000 ft. of a military airfield?
 No. Attach Map. This element is completed.
 Yes; continue

3. Is the proposed location within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?
- No; attach signed statement from airport or airfield operator. Project complies with 24 CFR 51.303(a)(3).
- Yes; **Disclosure Statement must be provided** to buyer and a copy of the signed disclosure statement must be maintained in the Environmental Review Record.

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in HUD Region IX (CA, AZ, NV, HI, Guam)?
- Yes. This element is completed; there are no coastal barrier resources in HUD Region IX.
- No, continue.
2. Is the project located in a coastal barrier resource area?
(See <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>).
- No. Cite Source Documentation:
(This element is completed).
- Yes. **Federal assistance may not be used in such an area.**

Prepared by *(insert name and title)* Malena Bazurto, Apache County Grants Manager

 _____ Date 7/8/13 _____

Responsible Entity *(insert name and title)* Tom M. White, Jr., Chairman, Apache County Board of Supervisors

Signature Date

Beth Bond

From: Marleita B <mbegay73@gmail.com>
Sent: Monday, July 08, 2013 5:11 PM
To: Beth Bond
Subject: Agenda Items for July 16

Beth,

Will you please include the agenda items below on the agenda for the BOS meeting scheduled for July 16th?

1. Treasurer's Office: Request authorization to modify the job description of the Chief Deputy County Treasurer.
2. Treasurer's Office: Request authorization to enter into an independent contract with Marc Platt to perform various duties including: investment management, banking activities, cash management and audit compliance, at an hourly rate of \$40, in an amount not to exceed \$50,000 per year.

Thank you,

Marleita

"Education is the most powerful weapon which you can use to change the world"
N. Mandela



CHIEF DEPUTY COUNTY TREASURER
County Treasurer's Office

Effective Date: 7/1/2013
Range:
Annual Salary: \$58,568.40

NATURE OF WORK:

Under general supervision of the County Treasurer, performs work of a confidential and independent nature with varying degrees of complexity; performs related work as required or assigned. This position is a political appointment by the Treasurer and is an at-will position.

TYPICAL DUTIES:

Under supervision of the County Treasurer, supervise staff as they perform assigned tasks and provide oversight of the policy and procedures of the Treasurer and the Auditor General's Uniform Accounting Manual for the Arizona County Treasurers. Help plan, direct, manage and oversee the banking, cash management, investment activities and tax collections of the Treasurer's Office. Help maintain banking relationships with financial service providers, independent contractors and brokerage firms. Oversight of customer service, monitoring bank service fees, addressing quality issues, directing, training and evaluating support staff. The ideal candidate will also possess knowledge of county and other government relationships, be a liaison for the Treasurer's office, and act on behalf of the Treasurer at meetings and other functions when the Treasurer is not available.

EXPERIENCE/PREFERRED QUALIFICATIONS:

A. Knowledge, Skills and Abilities:

Strong background in and knowledge of principles and practices of management, administration, personnel, government relationships, and finance. Strong customer service aptitude, ability to communicate well with the public, contractors and other governmental entities.

B. Preferred Qualifications:

- Five years of professional experience in government relationships, liaison activities and relationships with independent contractors and other private organizations.
- Five years of experience supervising staff.
- The ideal candidate is creative, sophisticated, and a service-oriented public professional who has outstanding leadership and interpersonal skills.
- Desirable candidates will have a proven track record of effectively leading change, improving customer service, and building mutually productive relationships with a wide variety of stakeholders.
- A history of demonstrating a commitment to staff development and empowerment will also be considered favorably.

Beth Bond

From: Marleita B <mbegay73@gmail.com>
Sent: Monday, July 08, 2013 5:11 PM
To: Beth Bond
Subject: Agenda Items for July 16

Beth,

Will you please include the agenda items below on the agenda for the BOS meeting scheduled for July 16th?

1. Treasurer's Office: Request authorization to modify the job description of the Chief Deputy County Treasurer.
2. Treasurer's Office: Request authorization to enter into an independent contract with Marc Platt to perform various duties including: investment management, banking activities, cash management and audit compliance, at an hourly rate of \$40, in an amount not to exceed \$50,000 per year.

Thank you,

Marleita

"Education is the most powerful weapon which you can use to change the world"

N. Mandela

Beth Bond

From: Michael B. Whiting <MWhiting@apachelaw.net>
Sent: Tuesday, July 09, 2013 6:45 PM
To: Joe Young; Beth Bond; Delwin P. Wengert; joeshirleyjr@yahoo.com; Tom White; Marcor Platt
Subject: Treasurer's Office
Attachments: Platt Independent Contractor Agreement 2013.docx

Beth,

Attached is the contract this office was asked to review for the Treasurer's office. Will you please include it with the Board's packet? Also, after speaking with Delwin he informed me, and I agree, the agenda item needs to be changed to reflect the \$60 an hour and \$60K a year changes. Will you please make this change to the agenda? Thanks!

Michael B. Whiting
Apache County Attorney
mwhiting@apachelaw.net
*

SOK Per DW

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



INDEPENDENT CONTRACTOR AGREEMENT

(Professional Services)

This Agreement for independent contractor services is entered into between the Apache County Treasurer's Office acting by and through the Board of Supervisors ("County") and Marcor B. Platt, C.P.A., ("Contractor") as follows:

RECITALS

Whereas, the County desires to contract with an outside professional Certified Public Accountant to provide certain services to the Apache County Treasurer's Office ("ACTO"), resulting in a budget savings to the ACTO, as more particularly described below.

Whereas, ACTO continues to provide financial and investment representation to other county entities and districts;

Whereas the Contractor has unique experience, qualifications and training to perform the desired work and desires to work with the ACTO in this endeavor; and

Whereas, the Contractor is competent to provide these services on behalf of the ACTO.

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

SERVICES

Duties shall include, but not be limited to:

1. All Services related to:
 - A. Prepare and manage department budget and financial records, banking activities, investment activities and all other duties required by the Apache County Treasurer,
 - B. Coordinate with the County Financial Director in the development and reporting of all accounting and budgeting processes and records, to include receipt of grant revenues to the County Treasurer's Office,
 - C. Overseeing and administering the implementation of grant-funded projects and programs, and
 - D. Initiate research, justification, application, administration and reporting of grants.
2. Working with County, State, Federal and Tribal agencies to complete assigned duties.
3. All other related duties to accomplish the above listed duties.

GENERAL REQUIREMENTS

1. **Agreement.** This Agreement is entered into in accordance with Arizona Revised Statutes §11-251.
2. **Federal and State Law.** The Contractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.
3. **Disputes.** In the event of a dispute under this contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action. The parties agree to make use of arbitration in all contracts subject to mandatory arbitration pursuant to rules adopted under A.R.S. §12-133. This contract shall be construed in accordance with Arizona law and any legal action thereupon shall be initiated in an appropriate court of the State of Arizona.
4. **Termination of Contract.** The County and the Contractor may terminate this contract under the following conditions: The County may terminate this contract in whole or in part without cause effective thirty (30) days after mailing written notice of termination by certified mail, return receipt requested to the Contractor. In the event of termination as provided in this Section, the Contractor shall stop all work as specified in the notice of termination. The Contractor shall be paid the contract price for all services and terms completed. Upon such termination, the Contractor shall deliver to the County a complete set of all documents, programs and other information created pursuant to this contract. Contractor agrees to return any unused materials, purchased under this contract, to the County in case of contract termination.
5. **Default.** The County, in addition to other rights set forth elsewhere in the contract, may at any time terminate this contract in whole or in part if the County determines that the Contractor has failed to perform any requirement. The Contractor shall continue the performance of this contract to the extent not terminated. If this contract is terminated as provided herein, the County, in addition to any other rights provided in this Section, may require the Contractor to transfer title and deliver to the county, in the manner and to the extent directed by the County, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract which has been terminated. The rights and remedies of the County enumerated in this Section shall be in addition to any other rights and remedies provided by or under this contract by law.
6. **Independent Contractor.** The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents or employees, shall be considered an employee of County or be entitled to receive any employment-related expenses or fringe benefits under the Apache County Human Resources Policy Manual. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is not to hold himself/herself out as an employee of ACTO or Apache County. Contractor shall not make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the ACTO or the County, except as may be expressly provided for herein or authorized in writing. Neither ACTO nor Apache County shall pay any contributions to Social Security, unemployment

insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.

- 7. Non-Discrimination.** Contractor agrees to comply with all Federal and State laws that deal with civil rights and discrimination and are applicable to the services provided under this Agreement.
- 8. Record Retention.** The County and Contractor shall preserve and make available all records for a period of five years from the date of final payment under this contract or until resolution of any audit that may be performed on the County, whichever shall last occur, and for such period as is required by any other paragraph of contract including the following: If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this contract, or to cost and expenses of the contract as to which exceptions have been taken by the County, shall be retained by the Contractor until such appeals, litigation, claims or exceptions have been resolved.
- 9. Agency.** Contractor shall have authority to act as an agent for County in negotiations with the State of Arizona and any other government agencies as required in the performance of its services, specifically, in applying for and managing grants excepting that Contractor may not financially obligate the County without prior written consent of the Apache County Treasurer
- 10. Cancellation for Conflict of Interest.** The parties hereby acknowledge notice of A.R.S. §38-511 which provides for the cancellation of contracts for violation of the conflict of interest statute.
- 11. Assignment.** The Contractor shall not assign any right or interest in this Agreement without the County Treasurer's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the County Treasurer's prior written approval. Any purported assignment, delegation or subcontract without the County Treasurer's prior written approval shall be void.
- 12. Travel Expenses.** Any travel costs required to fulfill the duties of this contract shall be reimbursed by the county to the contractor at the customary county rate. Expenses, including necessary training or conferences, incurred to fulfill the duties of this contract shall be reimbursed to the Contractor when accompanied with appropriate documentation; these amount shall not be counted against the services' cap.
- 13. Scope of Work.** Contractor shall review and negotiate banking agreements, investments strategies, portfolio adjustments, tax collections activities, and all other Apache Court Treasurer assignments as required by the County Treasurer. Contractor shall also attend in person or by telephone certain public and private meetings, and perform other services required by the ACTO in its representation of Apache County as assigned by the County Treasurer.
- 14. Confidentiality and Safe Storage.** Contractor agrees that at all times and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose to any third party any information discovered or disclosed in connection with this Agreement, except as approved in writing by ACTO, and will be subject to the same oath of loyalty and duties of confidentiality as if acting as a full-time employee of the Apache County Treasurer's office.

15. **Duration of Agreement.** This Agreement shall be effective from the date signed below, and shall endure for a period of one year and shall be automatically renewed at the end of each year unless terminated. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, Contractor shall be paid for services provided up to the date of termination. This Agreement is also subject to cancellation pursuant to A.R.S. 38-511 (concerning conflicts of interest).
16. **Payment.** Apache County shall compensate Contractor for the work provided under this Agreement as follows: At the end of the first month that this Agreement is in effect and at the end of each month thereafter when services are provided, the Contractor will submit to the ACTO a record of services provided. The ACTO will submit a demand to Apache County Finance. Payment will be made directly to the Contractor in accordance with Apache County's standard procedures for processing demands. As full and complete compensation for the above-listed services to be provided by Contractor, and because the typical hourly rate for a Certified Public Account in Arizona is between \$120 to \$200 dollars and hours, the County shall pay to the Contractor a fixed rate fee of sixty dollars (**\$60.00**) per hour, not to exceed a total annual amount of fifty thousand (**\$50,000.00**) per year. This Agreement shall remain in full force and effect for the period of one year, with an automatic renewal each year thereafter unless earlier terminated by the parties. The County will pay for the proper performance of the identified services on a monthly basis after it receives a signed, demand for payment. The invoice must provide an itemized breakdown of hours worked and must certify the total cost of all services rendered.
17. **Warranty.** Contractor warrants that it is qualified to perform the identified services and will devote the time and professional ability as is necessary to most effectively and efficiently perform the Services that have been identified.
18. **Conditions of Payment.** All services performed by the Contractor under this Contract shall be performed in accordance with professional standards, and in accordance with applicable federal, state and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for services the ACTO finds unsatisfactory or which were performed in violation of federal, state or local law, ordinance, rule, or regulation.
19. **Assignment.** This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Agreement without the prior written consent of ACTO. Any attempted assignment or transfer by Contractor of its obligation without such consent shall be void.
20. **Provisions of Law.** This Agreement is subject to and shall be governed by the laws of the State of Arizona.
21. **Integration and Merger.** This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire Agreement of the parties herein above mentioned.
22. **Dispute Resolution.** In the event of disputes arising under this Agreement, both Contractor and ACTO agree to attempt to resolve this matter through mediation, with each party to pay one-half of any costs thereof, before proceeding to Court.

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

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

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

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

Effective Date: _____, 2013

Expiration Date: _____, 2013

In witness whereof, the parties hereto have executed this contract on the day and year specified below. For and on behalf of the County:

Tom White, Apache County
Chairman of the Board of Supervisors

Date _____

Contractor:

Marcor Platt
Approved as to form and content

Date _____

Marleita Begay
Apache County Treasurer

Date _____