



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 PUBLIC HEALTH SERVICES DISTRICT
June 4, 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 PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING
June 4, 2013**

1. Discussion and possible approval to reduce the salary of the Public Health Emergency Preparedness Division Manager from range 56 (\$50,554-\$75,831) to range 53 (\$46,944-\$70,417). The position is currently vacant and the salary is paid from grant funds.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
June 4, 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. Sheriff's Office: Following a Public Hearing, discussion and possible approval of an updated Apache County Outdoor Fire Ordinance.

3. County Manager: Discussion and possible approval of a Special Event Liquor License Application recommendation for Ann Avenenti, Corporal Joe McCarthy – American Legion Auxiliary, for a Battle of the Bands event located at the Concho Lions Club Park, Concho, Arizona on July 4, 2013.
4. County Manager: Discussion and possible approval of a Liquor License Extension of Premises/Patio Permit Application recommendation for John May, Ye Old Tavern for the 15th Annual Worm Races in Alpine, Arizona on July 6, 2013.
5. 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:

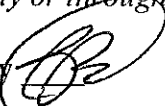
- *A. Request approval of minutes dated May 21, 2013.
- *B. Request approval of demands dated May 21, 2013 to June 4, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

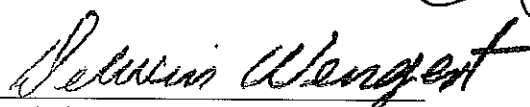
Personnel Items:

- *C. District II: Request authorization to convert the currently vacant full time Administrative Assistant III (range 30) to a part time (24 hours per week) Administrative Coordinator (range 38) and fill the vacancy.
6. Election Department: Discussion and possible approval of the Canvass of the May 21, 2013 Special Election.
 7. Information Technology: Discussion and possible approval to enter into a Service Agreement with Frontier Communications to provide upgraded network communications. New service to include Internet access to the Round Valley Annex, Ganado, St. Johns, Chinle and Ft. Defiance.
 8. Notification of the Northern Arizona Council of Governments (NACOG) meeting on June 27, 2013 at 10:00 a.m. at the High Country Conference Center, 201 West Butler Avenue, Flagstaff, Arizona.

9. County Manager: Discussion and possible direction regarding the 2013-2014 Budget.

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: 3/29/13 at 1:00 a.m. / p.m. by 


Delwin Wengert, Clerk of the Board

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chris G. Sexton, Health District Director**

Date/Signature: **05/20/13**

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

Discussion and possible approval to reduce the salary of the Public Health Emergency Preparedness Division Manager from Range 56 (\$50,554.00- \$75,831.00) to Range 53 (\$46,944.00 - \$70,417.00). The position is currently vacant and the salary is paid from grant funds.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing **X** Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director Chris Sexton:

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

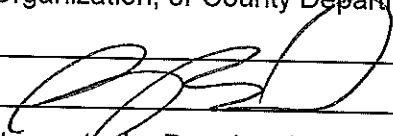
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date: 4/16/13

Signature: *Benjamin Egan*

Describe in detail what you want to say to the Board and what action you want the Board to take:
The Apache County Sheriff's Office requests approval of an updated Apache County Outdoor Fire Ordinance.

Date & Time Needed: 5/21/13

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

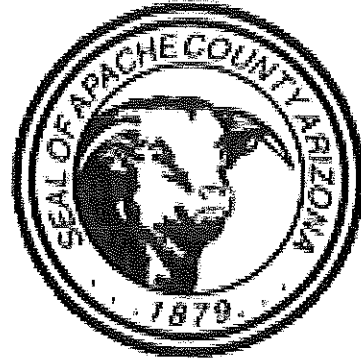
Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board

Meeting



The Apache County Sheriff's Office will request the consideration of the Board of Supervisors, for approval updating the Apache County Outdoor Fire Ordinance.

The Board meeting will be held June 4, 2013, 8:30 AM, at the Apache County Board of Supervisors meeting room, 75 W. Cleveland Street, St. Johns, AZ

ORDINANCE NO. _____



OUTDOOR FIRE ORDINANCE

An ordinance of the Board of Supervisors of Apache County, Arizona, repealing Ordinance No. 2003-21 (Open Outdoor Fire Ordinance); establishing fire zones in the unincorporated area; establishing restrictions on certain outdoor fires; providing for the implementation of emergency fire restrictions; and specifying civil and criminal penalties for violations.

Preface

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of unusually high fire danger and/or burning conditions. Fire restrictions impose many limitations on the public, and therefore should be implemented only after all other prevention measures have been taken. These measures include, but are not limited to: increasing the number of prevention signs, public contacts, media campaigns, etc. Fire restrictions should be considered when high to extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced, firefighting resources available, potential high-risk occasions (4th of July, etc.), and large fire activity occurring on a unit or within the Region. Fire restrictions should not be considered the primary prevention program and all other alternatives should be taken prior to considering fire restrictions.

Emergency closures have an extreme impact on the public and fire agencies, and are discouraged except under the most severe conditions. Closures should be implemented only in situations where the public's safety cannot be guaranteed. Closures are not justified by fire danger alone, but should be driven by the potential for risk to life safety due to extreme fire behavior, high potential for human-caused fires, severe shortages of resources, and numerous large fires.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY AS FOLLOWS:

1. **TITLE**

This ordinance shall be known as the Apache County Outdoor Fire Ordinance.

2. **REPEAL OF PRIOR ORDINANCE**

Ordinance No. 2003-21, the Open Outdoor Fire Ordinance, is hereby repealed in its entirety.

extreme fire danger or extreme fire conditions. This is actually determined by the National Weather Service.

6. NON-EMERGENCY FIRE RESTRICTIONS

The following restrictions are in effect at all times in all zones, except as they may be superseded by emergency fire restrictions pursuant to Section 7:

- 6.1** It is unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit through the Emergency Management Director, the applicable Fire District, or the Arizona Department of Environmental Quality pursuant to Title 49, Chapter 3 of the Arizona Revised Statutes. The following fires are exempt from this restriction:

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 6.1.1** Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires); for the branding of animals; for the purpose of frost protection in farming or nursery; or for the disposal of flags pursuant to federal law.
- 6.1.2** Any fire set or permitted by any public officer in the performance of official duty, if such fire is set or such permission is given for the purpose of instruction in the methods of fighting fires or the control of an active wildfire.
- 6.1.3** Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Apache County agricultural agents for the purposes of disease and pest prevention.
- 6.1.4** Fires authorized by special permits as issued by the Emergency Management Director/Manager.
- 6.1.5** Fires set by or permitted by the federal government or any of its departments, agencies or agents, or by the State or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.
- 6.1.6** Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special or

3. EFFECTIVE AREA / FIRE ZONES

This Ordinance is effective in the unincorporated area of Apache County, exclusive of areas under the jurisdiction of the United States, the State of Arizona or a federally recognized Indian tribe. For purposes of this Ordinance, the unincorporated area has been divided into two fire zones as depicted on the map attached hereto.

4. PURPOSE / AUTHORITY OF EMERGENCY MANAGEMENT DIRECTOR

4.1 The purpose of this Ordinance is to help provide a uniform system for political subdivisions in Apache County to determine what fire restrictions are needed and when they are to be put into place during emergency fire conditions.

4.2 It is the duty of the Apache County Emergency Management Director/Manager (after consultation, as the Director deems appropriate, with the U.S. Forest Service (“USFS”), local Fire Districts, state or municipal Emergency Management Directors or other fire officials) to initiate fire restrictions within any fire zone (or zones) during emergency fire conditions as described in Section 7.

4.2.1 The Emergency Management Director/Manager shall utilize the USFS Apache-Sitgreaves Test Data and Monitoring Systems (www.fs.fed.us) to help determine when such restrictions are necessary. As a general guideline, emergency fire restrictions should be considered when the Energy Release Components (ERC) reading reaches 80.

4.2.2 The Emergency Management Director/Manager shall attempt to coordinate with other fire officials in the affected zone(s) a uniform date for implementing such restrictions.

4.2.3 When the Emergency Management Director/Manager determines that such restrictions are necessary and the date of implementation has been determined, the Director shall recommend to the Chairman of the Board of Supervisors or designee that such restrictions be ordered pursuant to the Chairman’s emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Upon the issuance of the Chairman’s order, the Director shall promptly take appropriate steps to notify residents and visitors of the nature and extent of the restrictions and the effective date.

4.2.4 Upon issuance of the initial order of the County shall suspend issuance of burning permits until the emergency fire restriction order is lifted.

4.2.5 Upon issuance of the initial order, the Chairman authorizes the Emergency

Management Director/Manager to modify the restriction level or cancel the restrictions as conditions warrant. The Emergency Management Director/manager shall immediately notify the Chairman and the County Manager of any changes in restriction and provide an update of the change in restrictions at the next legally scheduled Board meeting.

5. DEFINITIONS

- 5.1** “Campfire” means an open outdoor fire used only for the cooking of food or for providing personal warmth for human beings or for recreational purposes.
- 5.2** “Charcoal Fire” means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used only for the purpose of cooking food.
- 5.3** “Combustion Engines” means an engine which generates mechanical power from a fuel. This includes an engine in which combustion is intermittent such as four-stroke, two-stroke, gas turbines, and diesel engines.
- 5.4** “Emergency Management Director” means the County official designated as such by the Board of Supervisors.
- 5.5** “Fire Arms” means a weapon that launches one or more projectiles at high velocity through the confined burning of a propellant
- 5.6** “Fireworks” means any composition or device consisting of a combination of explosives and combustibles, detonated to generate colored lights, pyrotechnic displays, smoke, and noise for amusement or entertainment purposes
- 5.7** “Flue” means a pipe, tube, channel, duct or passage through which hot air, gas, steam, smoke or fire may pass, such as a chimney, stovepipe or stack.
- 5.8** “Open Outdoor Fire” means any burning, oxidation or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue, but not including campfires and charcoal fires.
- 5.9** “Recreational Fire” means burning of materials other than rubbish where fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit with a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking or similar purposes.
- 5.10** “Red Flag Warning” (or “Red Flag Conditions”) means a posting by the USFS to inform the County and other agencies of the imminent or actual occurrence of

conditional permit issued by a hearing board established under said Article 3, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS § 49-402 the Arizona Department of Environmental Quality has assumed jurisdiction of the portion of Apache County where the fire is located.

6.1.7 Fires permitted by Local Fire Chief's within their Jurisdiction.

6.1.8 Fires for the purpose of burning rubbish, waste material or refuse.

7. EMERGENCY FIRE RESTRICTIONS

In addition to the fire restrictions set forth in Section 6, the following emergency fire restrictions when ordered and in effect shall apply to the zone(s) in which they have been implemented:

7.1 During "Red Flag Warning" conditions, as posted by the USFS, no open outdoor fires, campfires, charcoal fires or outdoor smoking are permitted on either public or private property within the unincorporated area of the affected zone(s).

7.2 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the Director shall recommend that the Chairman of the Board of Supervisors order some or all of the following additional emergency restrictions, whereby it shall be unlawful to:

7.2.1 Burn, start, ignite, build, attend, have, possess, maintain or use any open outdoor fire.

7.2.2 Burn, start, ignite, build, attend, have, possess, maintain or use flammable or combustible materials for the purpose of any open outdoor fire.

7.2.3 Engage in smoking or smoke, burn, start, ignite, build, attend, have, possess, burning, smoldering or lit cigarettes, cigars, cigarillos, smoking pipes or other smoking products containing tobacco or other plant material. Provided, however, that outdoor cooking on stoves or grills which use only propane, butane or other gases shall not be prohibited under this Section 7.2.

7.3 The Board of Supervisors may exempt or modify emergency fire restrictions, including but not limited to:

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

7.3.1 Allowing smoking within enclosed buildings and inside vehicles. Smoking may also be allowed in or on porches, carports, garages, parking lots and other areas on properties which are cleared of all combustible materials so long as the smoking does not create a substantial risk of fire danger.

7.3.2 Placing restrictions on open outdoor fires, campfires or charcoal fires which will ensure the safety of such fires.

STAGE I: Minimal Restrictions

The following acts are prohibited until further notice:

1. Building, maintaining, attending, or using a fire or campfire unless noted in the exemptions below.
2. Smoking, except within an enclosed vehicle or building, a developed recreation site or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.

Note: for the smoking provision, each agency/tribe must cite their actual regulations/laws; therefore the wording for the prohibition may be slightly different.

Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Persons using a device solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. Any Federal, State, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated by city ordinance.
6. Other exemptions unique to each agency/tribe.

STAGE II – Moderate Restrictions

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove including fires in developed campgrounds or improved sites.
2. Smoking, except within an enclosed vehicle or building.
3. Discharging a firearm while engaged in a lawful hunt pursuant to state, federal, or tribal laws and regulations. Discharging a firearm for target practice or other form of recreation.
4. Mechanical and Industrial Prohibitions
 - a. Operating any internal combustion engine other than exemption 5 below.
 - b. Welding, or operating acetylene or other torch with open flame.
 - c. Using an explosive.
5. Operating motorized vehicles off designated roads and trails.
6. Use of any and all fireworks.

Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Industrial operations where specific operations and exemptions are identified and mitigation measures are implemented as outlined in an agency plan.
3. Persons using a device fueled solely by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
4. Operating generators with an approved spark arresting device within an enclosed vehicle or building or in an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the generator.
5. Operating motorized vehicles on designated roads and trails so long as you park in an area devoid of vegetation within 10 feet of the roadway.
6. Emergency repair of public utilities and railroads and mitigation measures are implemented as outlined in an agency plan.
7. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
8. Any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
9. All land within a town boundary is exempted unless otherwise stated by town ordinance.
10. Discharging of firearms is allowed on agency designated shooting ranges.

STAGE III- Extreme Fire Danger

Extreme Fire Danger is the method that would be employed if conditions are so extreme that the potential of a catastrophic disaster is highly likely.

Examples include:

- Potential loss of life due to explosive fire conditions.
- Potential for extreme or blowup fire behavior.
- Stage II restrictions are not effective in reducing the number of human-caused fires.
- Resources across the geographic area are at a critical shortage level.

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Emergency repair of public utilities and railroads as per attached conditions.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. Any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated in city ordinance.
6. Other exemptions unique to each town /tribe.

8. FIRES EXEMPT FROM EMERGENCY RESTRICTIONS

The following fires are exempt from the provisions of the emergency fire restrictions set forth in Section 7.

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 8.1** Fires set or permitted by any public officer, federal, state or local, in the performance of the officer's official duties.
- 8.2** Fires set or permitted by the State Entomologist or Apache County agricultural agents for the purpose of disease and pest prevention.
- 8.3** Fires set or permitted by the United States, the State of Arizona or any federally recognized Indian tribe, or any of their respective departments, agencies or political subdivisions, for the purpose of fire prevention or control, or watershed rehabilitation or control through vegetative manipulation.

8.4 Fires permitted by the Emergency Management Director or designee. The conditions of the permit, including permitted date(s) and the nature of the burning, shall be clearly stated on every such permit issued.

8.5 Fires permitted by Local Fire Chiefs within their Jurisdiction.

9. **FAILURE TO OBEY LAWFUL ORDER**

The failure to obey a lawful order by the Emergency Management Director/Manager, a peace officer, a firefighter or other officer of a Fire District, or uniformed personnel of the USFS acting within the officers area of Jurisdiction or failure to comply with the requirements of this Ordinance (including without limitation an order to extinguish or put out any lit, burning or smoldering materials during emergency fire restrictions) shall be a distinct and separate violation of this Ordinance.

10. **ENFORCEMENT / PENALTIES**

10.1 This Ordinance may be enforced by the Emergency Management Director or designee, any peace officer acting within the officer's area of jurisdiction, a firefighter or other officer of a Fire District acting within the officer's area of jurisdiction, or uniformed personnel of the USFS acting within their area of jurisdiction.

10.2 **Civil Violation.** Except as set forth in Section 10.3, when a violation of this Ordinance is undesignated or is designated a first offense by the enforcement official or prosecuting attorney, a person found to have violated this Ordinance shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than one hundred dollars (\$100) nor more than seven hundred and fifty dollars (\$750), plus restitution for any medical treatment required and any property damage or other economic loss suffered by any person as a result of such violation.

10.3 **Criminal Violation.** When a person convicted of a violation of this Ordinance has previously been charged with a violation of this Ordinance during the preceding 12 months, or has refused to obey the lawful order of an officer as set forth in Section 9, the person shall be deemed to have committed a Class 2 misdemeanor and shall be subject to a fine of not less than two hundred and fifty dollars (\$250) nor more than seven hundred and fifty dollars (\$750) for each violation or count, plus surcharges, fees and restitution for any medical treatment required and any property damage or other economic loss suffered by any person as a result of such violation.

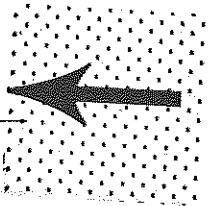
10.4 Continuing violations. If any violation of this Ordinance is a continuing one, each day shall be deemed a separate violation.

SO ORDAINED by the Apache County Board of Supervisors at St. Johns, Arizona on _____

APACHE COUNTY BOARD OF SUPERVISORS

By:

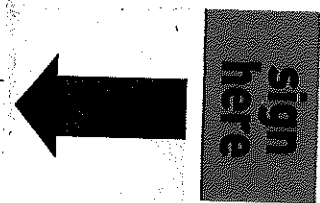
Tom M. White, Jr.
Chairman

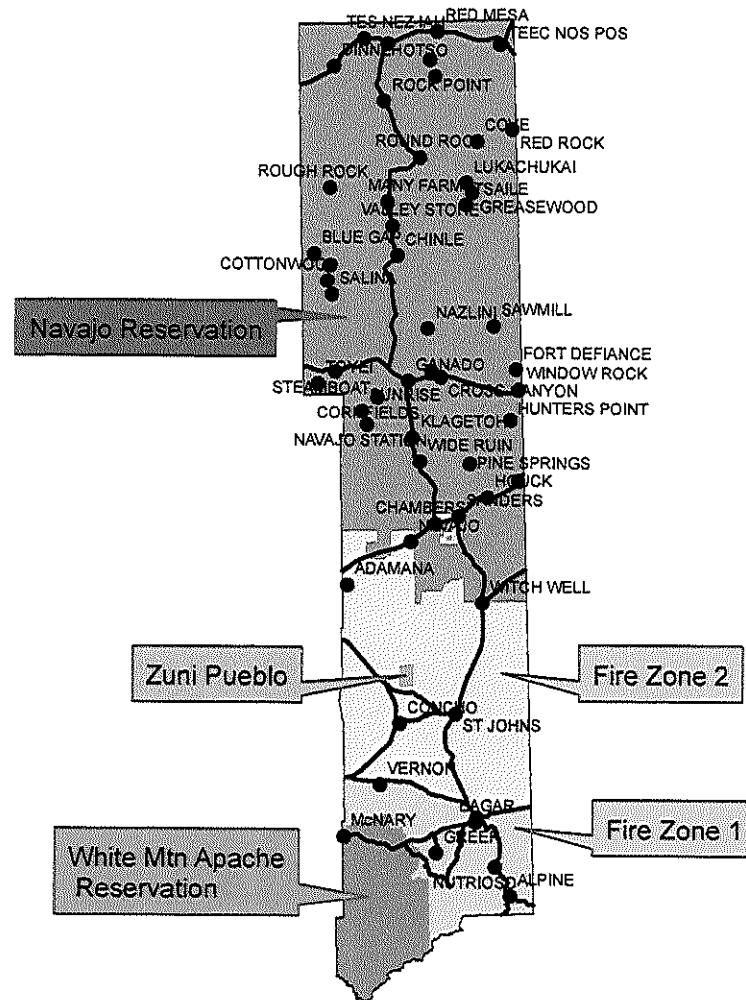


**SIGN
HERE**

ATTEST:

Delwin P. Wengert
Clerk of the Board of Supervisors





ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY

LICENSE #

1. Name of Organization: Cpl. Joe McCarthy American Legion Auxiliary

2. Non-Profit/I.R.S. Tax Exempt Number: 01-0920632

3. The organization is a: (check one box only)

Charitable Fraternal (must have regular membership and in existence for over 5 years)

Civic Religious Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? on-site consumption off-site consumption (auction) both

Battle of the Bands 4th of July on the 6th

5. Location of the event: Concho Lions Club Park 85924

Address of physical location (Not P.O. Box) City Concho County Apache

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Avenenti Ann Ryerson 6/23/45

Last First Middle Date of Birth

7. Applicant's Mailing Address: PO Box 468 Concho AZ 85924

Street City State Zip

8. Phone Numbers: (928) 337-2951 (520) 668-4142 ()

Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>7/6/13</u>	<u>Saturday</u>	<u>10 am</u>	<u>10 pm</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 2 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Cpl Joe McCarthy American Legion Auxiliary 50%
Address PO Box 476 Cochise AZ 85924
Percentage

Name Cpl Joe McCarthy American Legion 50%
Address PO Box 536 Cochise AZ 85924
Percentage

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

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

 # Police Fencing
4 # Security personnel Barriers

Post members
Tenax Snow Fence 200ft

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

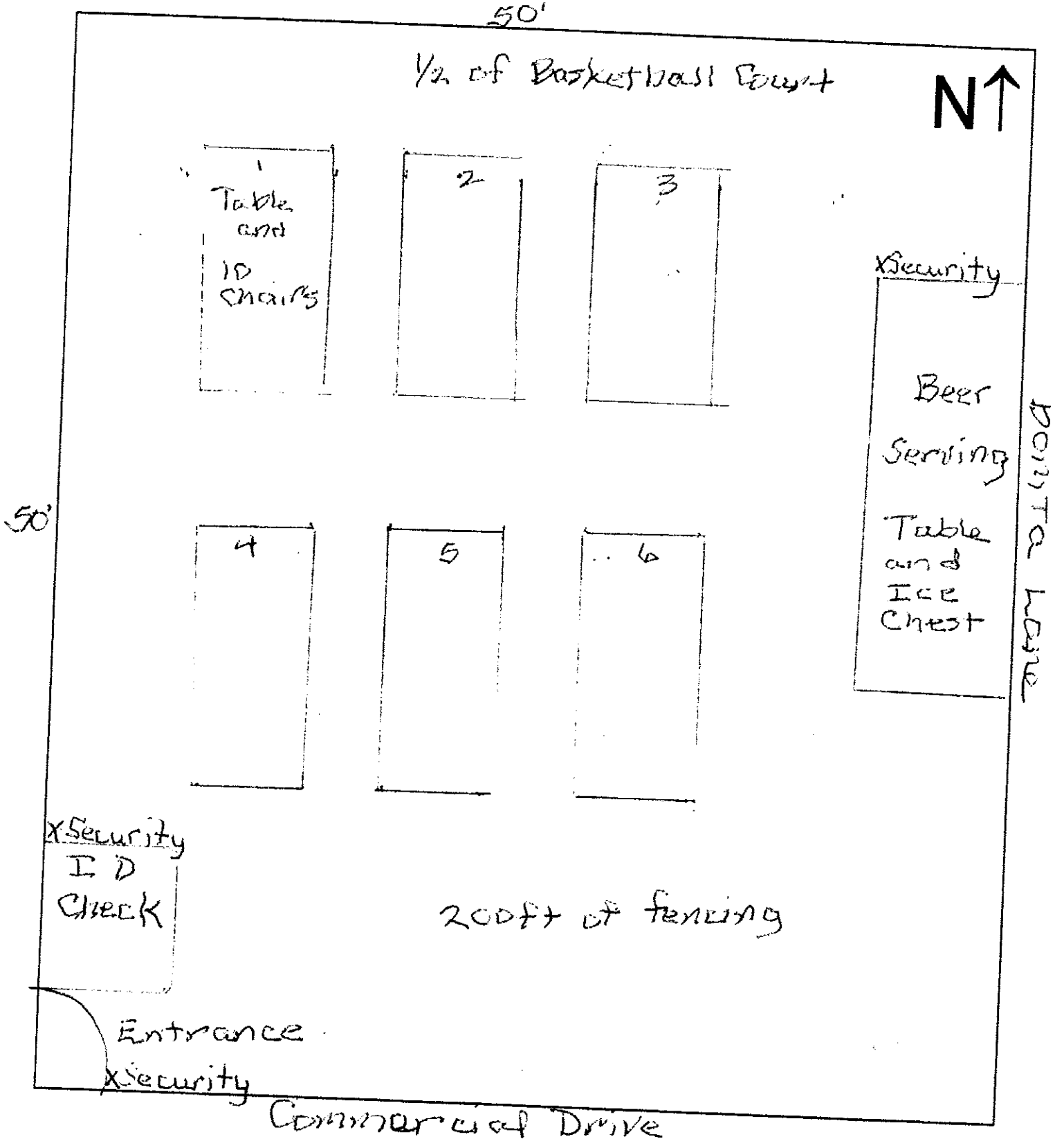
Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

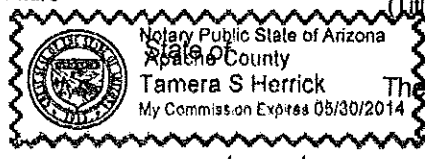
CONCHO LIGHTS CLUB PARK IS SURROUNDING 100' X 500'. PARK HAS 2 PORTA LOJES.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Ann Avenenti declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Dan Owens Sec/Treas/Membership 5/23/13 (520) 668-4142
 (Signature) (Title/Position) (Date) (Phone #)



Arizona County of Apache
 The foregoing instrument was acknowledged before me this 23 May 2013
 Day Month Year

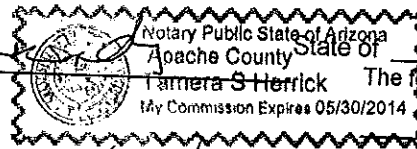
My Commission expires on: 5/30/14
 (Date)

Tamera S Herrick
 (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Ann Avenenti declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Dan Owens Arizona County of Apache
 (Signature) (State) (County)



The foregoing instrument was acknowledged before me this 23 May 2013
 Day Month Year

My commission expires on: 5/30/14
 (Date)

Tamera S Herrick
 (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____

 (Title) (Date)

John May
Ye Olde Tavern
PO Box 840
Alpine, AZ 85920

Beth Bond
Assistant Clerk of the Board

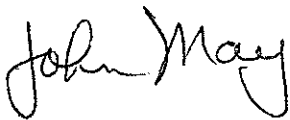
Dear Beth,

Attached you will find the Application for Premises/Patio Extension Permit. I would appreciate it if you would add it to the County Board of Supervisors meeting agenda for June 4, 2013. Also included are 2 maps showing the Revised Premises Plan for the Event and a Property Location Map.

Upon approval, could you please forward this application and maps to the Arizona Department of Liquor Licenses & Control for final approval. Addressed envelope included.

I will email you a copy and deliver a notarized hard copy in the morning. I would also appreciate any updates regarding this permit request; agenda, approval and forwarding. My email address is jhmay806@yahoo.com and this is the best way to contact me.

Thank You Very Much,



John May
Ye Olde Tavern
PO Box 840
Alpine, AZ 85920
928-339-1837

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

Date payment received _____
CSR Initials _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

<input type="checkbox"/> Permanent change of area of service. A non-refundable \$50 fee will apply. Specific purpose for change: _____ _____
<input checked="" type="checkbox"/> Temporary change for date(s) of: <u>7 / 6 / 2013</u> through <u>7 / 6 / 2013</u> List specific purpose for change: _____ 15th annual Worm Races

1. Licensee's Name: _____ May _____ John _____ Harold _____
 Last First Middle
2. Mailing Address: _____ PO Box 840 _____ Alpine _____ Arizona _____ 85920
 City State Zip
3. Business Name: _____ Yo Olde Tavern _____ LICENSE #: 06010011
4. Business Address: _____ 42640 Hwy 180 _____ Alpine _____ Apache _____ AZ _____ 85920
 City COUNTY State Zip
5. Business Phone: (928) 339-1837 _____ Residence Phone: (928) 245-3022
6. Do you understand Arizona Liquor Laws and Regulations? YES NO Fax #: () _____
7. Have you received approved Liquor Law Training? NO YES If so, when does your Certificate expire? 5 / 13 / 2017
8. What security precautions will be taken to prevent liquor violations in the extended area? Rear area is fenced off; only access through front door.
9. Does this extension bring your premises within 300 feet of a church or school? YES NO
10. **IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.**

<input type="checkbox"/> Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption: _____ _____
Investigation Recommendation <input type="checkbox"/> Approval <input type="checkbox"/> Disapproval by: _____ Date: <u> / / </u>

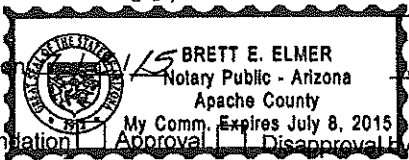
******After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.**

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

 (Authorized Signature) (Title) (Agency)

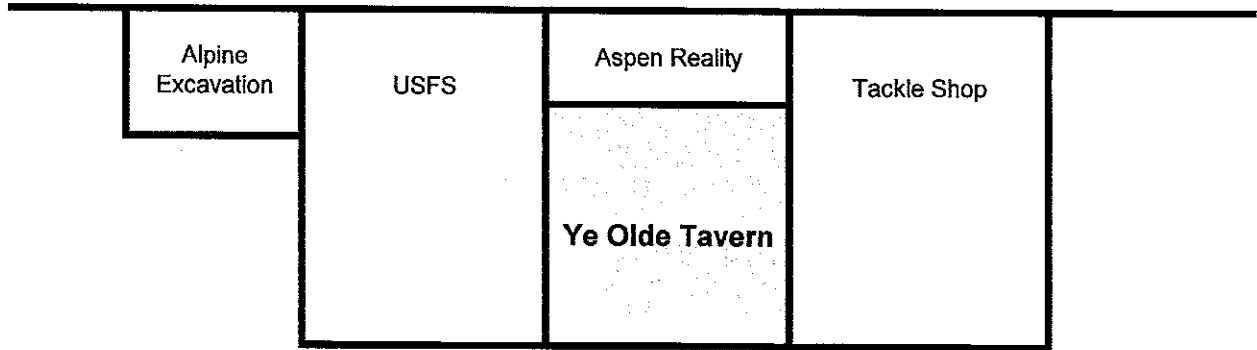
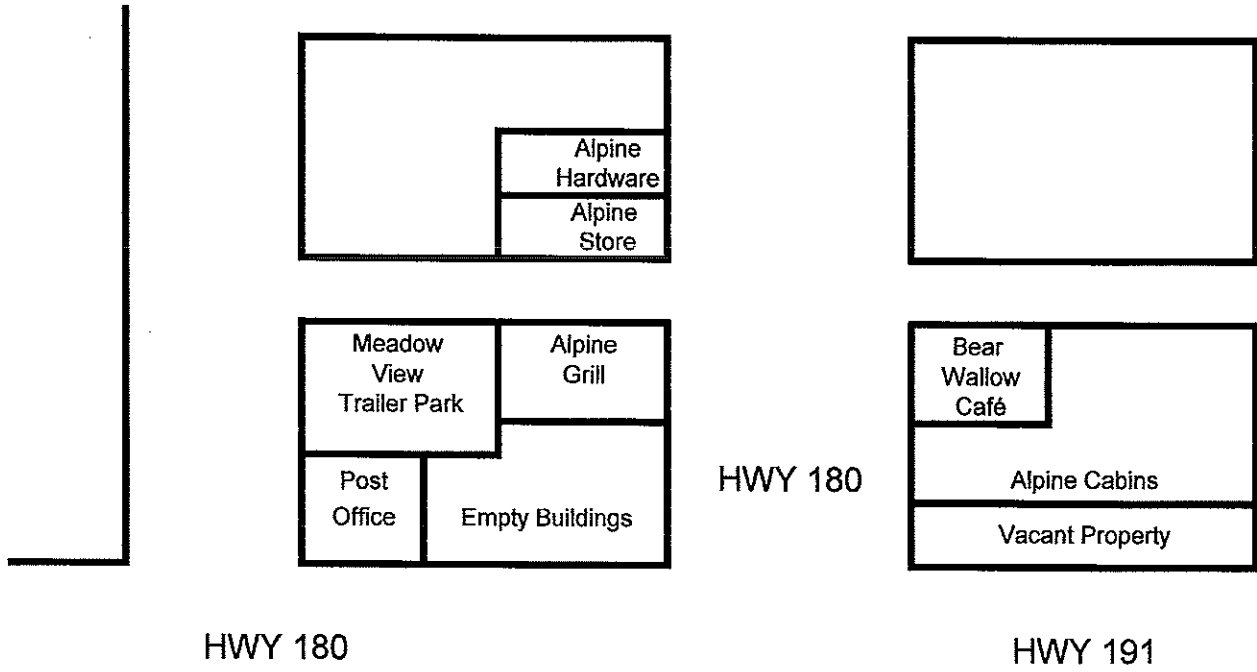
I, John Harold May _____, being first duly sworn upon oath, hereby depose, swear and declare, (Print full name)
 under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

x John Harold May _____ State of ARIZONA County of Apache
 (Signature of Owner or Agent) SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
29 MAY 2013
 Day Month Year



My commission expires _____ (Signature of NOTARY PUBLIC)
 Investigation Recommendation Approval Disapproval by: _____ Date: / /
 Director Signature required for Disapprovals _____ Date: / /

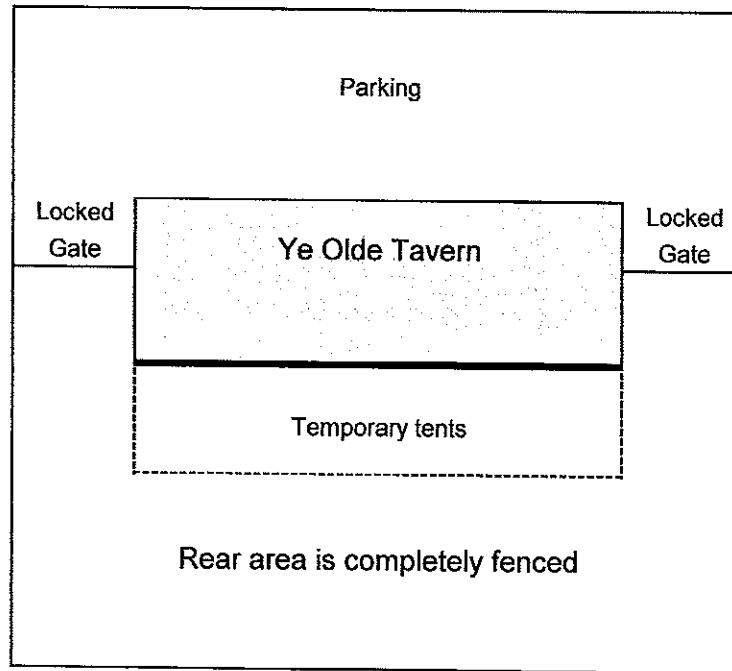
Alpine Property Location Map



Pasture

Revised Premises Plan for Event

Ye Olde Tavern Property



Changes : 2 Locked gates - only entrance through front door
Temporary tents

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

May 21, 2013
St. Johns, Arizona

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

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.

Chairman White called for a moment of silence for the victims of the Moore, Oklahoma tornado.

Michael Whiting led the Pledge of Allegiance.

Chairman White called for the Public Health Services District items.

Chris Sexton, Health Director, requested approval to create a new position of Medico-Legal Death Investigator range 43, salary range of \$36,673 – 55,009 and approval of the costs associated with the new position, and approval to advertise and fill the position. Mr. Sexton stated the costs are to be paid from Apache County Public Health Services District funds. Mr. Weller stated that he understands that something needs to be done but he has not seen an alternative presented that would not negatively impact the citizens tax structure and he had concerns with the funding of this position. A discussion was held regarding the tax rate and the funding costs. Mr. Sexton stated that this is a mandated position and is a county responsibility and this position can be handled within the Health District budget. Mr. Wengert stated that a couple years ago the tax rate in the Health District was .16 cents and through the management by Mr. Sexton, it has lowered to .12 and this position will impact the tax rate by ½ cent. Mr. Weller stated that the County has done a very good job in reducing taxes in a couple different areas, he just chooses not to assume ½ cent tax increase is any different than any other increase on the citizens and he thinks there are alternative ways to look at this. Mr. Weller stated that he isn't sure if this should come out of the general fund and increase the sheriff's budget to utilize deputies to do the job. Mr. Sexton stated that Navajo County has 1.5 Death Investigators and they have fewer deaths than Apache County. Mr. Wengert stated that the General Fund is the poor cousin of all of the funds and it is good that the law allows us to use the Health District to fund something like this and would not recommend using general funds and in his opinion, using Health District funds is the better way to go. **Mr. Weller moved to disapprove until the Board is in agreement with the county manager of the funding that would not impact taxes and is supportive of utilizing the funding available to provide essential services.** Mr. Weller stated that this is a mandated service that the County has to provide and to fund it may impact the raises that the County employees get, it is an essential service that we need to think about as a priority. Mr. Weller stated that every time we raise a tax we impact the economic values of the County and impact the new businesses into the area and providing jobs and will do everything he can to

ask the Board not to impact the tax line and made the motion to disapprove. Motion died for lack of a second. **Mr. Shirley moved to approve as presented by Mr. Sexton and stated that the funds are in place to meet the needs of the citizens so he has no problem using Health District funds because it is the citizens who are putting up these funds to service their communities needs and the services that cater to their needs. Mr. White seconded the motion.** Motion passed 2-1 with Mr. Weller voting nay.

Chris Sexton, Health Director, requested approval to remove Eden Lerma, Health Educator I from probationary status effective May 5, 2013 with a 2.5% end of probation increase. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

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

Chairman White called for the Library District items.

Judith Pepple, Library Director, requested approval to renew the electronic subscription to Ancestry Library Edition in the amount of \$7,830 which will provide public access to this database at all of our libraries. Ms. Pepple provided an overview of the program and stated that the company indicated that if they renew and not lapse in service, the renewal rate would decrease to \$7,375. Ms. Pepple provided an overview of the database users and that if the subscription was not renewed, she would have to cancel 12 classes that have been scheduled. Mr. Weller and Ms. Pepple held a conversation regarding the utilization of the service. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman White called for the regular agenda items.

Sheriff Dedman recognized the retirement of Matrese Avila from the Sheriff's Office and thanked her for her 35 years of service. Recorder Lenora Fulton presented Matrese with a necklace and thanked her for her dedicated service to Apache County.

There was no one wanting to address the Board during Call to the Public.

Mr. Wengert presented the request for approval of a firework permit for Alpine Fire District on July 6, 2013 and a firework permit for the Concho Fire Department on July 6, 2013 in conjunction with the 4th of July celebration. Chief Eagar stated that these events are well planned and has no issue and recommended approval. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert presented Consent Agenda. **Mr. Weller moved approval, seconded by Mr. Shirley.** County Manager/Clerk of the Board: A. Request approval of minutes dated May 7, 2013 and May 8, 2013. B. Request approval of demands dated May 7, 2013 to May 21, 2013. Payee Amount FORBES, DAVID C 1,010.00 HOUSTON, KAREN SUE 1,031.37 WAITE,

MICHAEL CHAD 1,048.53 EMTAP ENTERPRISES 1,075.16 BILLS DISCOUNT AUTO PARTS (NAPA) 1,082.35 AZ DEPT OF REVENUE 1,085.86 COLONIAL LIFE AND ACCIDENT INS 1,100.36 WOODLAND BUILDING CENTER 1,162.32 MUTUAL OF OMAHA 1,190.78 FRONTIER 1,192.62 ROGERS, STEPHEN K 1,198.00 ST JOHNS CITY 1,244.51 BLUE HILLS ENVIRONMENTAL 1,245.34 SELECT MEDIA 1,281.00 MERITAIN HEALTH FLEXIBLE SPENDING 1,304.20 OFFICE DEPOT 1,329.88 EMBASSY SUITES 1,358.06 VERIZON WIRELESS 1,388.90 STAPLES CREDIT PLAN 1,389.21 MERCK SHARP & DOHME CORP 1,416.44 SECURUS TECHNOLOGIES INC 1,464.87 NATIONWIDE 1,515.00 ASHTON'S REPAIR INC 1,571.93 KTNN RADIO STATION 1,606.50 TETRA TECH INC 1,635.80 GRAVES PROPANE CO INC 1,726.22 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 1,760.01 NAVOPACHE ELECTRIC COOPERATIVE 1,792.82 SECURITY BENEFIT GROUP 1,796.00 SCHIFF, LAURENCE 1,800.00 INGRAM LIBRARY SERVICES 1,908.51 AZ DEPT OF RISK MANAGEMENT 1,939.59 WILSON, MICHAEL J 2,000.00 BARNES, PARTICIA M 2,060.00 MADRID, ESTEVAUN JUDE 2,122.60 POWERS, ASHTEN BROOKE KAY 2,122.60 HUGHES SUPPLY INC (LAKESIDE) 2,188.99 BANK OF THE WEST 2,281.43 SUPPORT PAYMENT CLEARINGHOUSE 2,368.44 UNIVERSAL FLEET CARD 2,378.50 HILLYARD INC 2,388.20 NAVAJO TRIBAL UTILITY AUTHORITY 2,417.20 QUILL CORP 2,486.46 TJP COMMUNICATIONS 2,622.63 VERITAS RESEARCH CONSULTING 2,655.00 QUALITY CARQUEST 2,686.75 TOWN OF EAGAR 2,690.56 COUNTY MOUNTAIN AIRWAVES LLC 2,692.80 SLADE RANCH LLC 2,970.00 THE AARONS COMPANY LLC 3,000.00 SMITH, JOHN R 3,015.00 DIAMOND DRUGS INC 3,038.37 QUILL CORP 3,045.24 HILLYARD INC 3,053.60 FRONTIER 3,084.43 PROFORCE LAW ENFORCEMENT 3,148.37 CRISS CANDELARIA LAW OFFICE 3,372.83 HIGHWAY TECHNOLOGIES INC 3,449.10 FRONTIER 3,499.45 DOYLE, WILLIAM 3,739.01 CORRECTIONS OFFICER RETIREMENT PLAN 520 3,868.66 PACIFIC PONDEROSA CO INC 4,122.08 PLATT, MARCOR B 4,160.00 NACOG 5,000.00 TOWN OF EAGAR 5,000.00 GOLIGHTLY TIRES 5,195.37 TASER INTERNATIONAL INC 6,189.84 THE UNIVERSITY OF ARIZONA 6,250.00 CORRECTIONS OFFICER RET PLAN 7,814.10 SUG ROGERS CONSTRUCTION LLC 7,846.13 WILLIAMS LAW GROUP PLLC 8,500.00 CREATIVE DESIGN TS INC 8,973.06 HOPI TRIBE 9,000.00 PCS MOBILE 10,660.00 TASER INTERNATIONAL INC 11,615.44 PUBLIC SAFETY PERSONNEL 401 12,135.07 COMMUNITY COUNSELING CENTERS INC 12,320.00 NAVOPACHE ELECTRIC COOPERATIVE 17,858.66 BRADCO 22,517.84 PUBLIC SAFETY SHERIFF RET 24,157.17 SOUTHERN COUNTIES OIL COMPANY 24,465.73 BRADCO 42,450.35 AZ STATE RETIREMENT SYSTEM 77,624.61 APACHE COUNTY TAX WITHHOLDING 120,231.87 APACHE COUNTY MEDICAL 144,193.00 AZLGEBT 276,757.28 NORTHLAND PIONEER COLLEGE 300,000.00

Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. C. Finance Department: Request authorization to transfer budgeted contingency money to those general fund budgets that have overrun at the close of FY2012, and request to transfer budgeted contingency money to those general fund budgets which will be overrun at the close of FY2013, based on auditor's recommendation. Personnel Items: D. Human Resources: Request authorization to convert the currently vacant Administrative Assistant position from part-time (19) hours to a part-time (20 hours with benefits) position. Financial concerns have been addressed in the 2013-2014 budget. E. District II: Request authorization to hire a

temporary Facilities & Construction Worker I and a Facilities & Construction Worker II, effective May 20, 2013 to July 20, 2013. F. District II: Request authorization to remove Administrative Assistant II, Lahomah Bahe from probationary status effective May 27, 2013 with the 2.5% end of probation increase utilizing her temporary employment. G. District I: Request authorization to hire a temporary (full-time) Administrative Assistant II at \$11.58 per hour, from May 28, 2013 to August 31, 2013. H. Assessor's Office: Request authorization to remove Ruben Aranda from probationary status effective May 14, 2013 with the 2.5% end of probation increase utilizing his temporary employment. I. Sheriff's Office: Request authorization to payout the accumulated sick leave for Matrese Avila as outlined in Human Resources Policy Section 3.25. Community Development Department: J. Request approval of a Conditional Use Permit for Smith Bagley, LLC (dba) CellularOne to build a Telecommunications Tower next the Fire Station in Nutrioso, and to also place a temporary tower onsite during the building process. Vote was unanimous.

Chief Deputy Sheriff Brannan Eagar requested approval of all unincorporated Apache County exempt tribal & federal lands into fire restrictions under Ordinance 2003-21 to be effective May 23, 2013. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Chief Deputy Sheriff Brannan Eagar requested authorization to enter into a one (1) year lease agreement with Sanders Unified School District #18 ending June 30, 2014 for the use of the Apache County Sheriff's Office Substation. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Malena Bazarro, Grants Manager, requested approval of a contract between Apache County and Northern Arizona Council of Governments (NACOG) to complete environmental assessment at the Apache County Fairgrounds for the 2012 Community Development Block Grant (CDBG) Project. Cost is not to exceed \$5,000 and will be paid using 2012 CDBG funds assigned to the Fairgrounds Project. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Malena Bazarro, Grant Manager, requested approval of Agreements between State Forestry and Apache County to utilize Conservation Crews in Southfork, Alpine and Nutrioso. These Agreements will amend the Wildland Fire Hazardous Fuels 2009 and Wildland Fire Hazardous Fuels 2012 Grant contracts. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert requested approval of the contract with the Springerville-Eagar Chamber of Commerce regarding economic development. Mr. provided an overview of what the Chamber would provide for the County. **Mr. Weller moved to approve, seconded by Mr. Shirley.** Becki Christensen, Chamber Director addressed the Board and stated that she is excited for the opportunities to bring in business to the County and looks forward to working up north to promote Canyon De Chelly, Monument Valley and Window Rock. Vote was unanimous.

Mr. Wengert presented notification of the 2013 National Association of Counties (NACo) Western Interstate Region Conference May 22, 2013 through May 24, 2013 at the High Country Conference Center, 201 W. Butler Avenue, Flagstaff, Arizona. No action was needed or taken.

Chairman White opened the Floor for a public meeting regarding the possible implementation of future predatory animal regulations and approval of an ordinance regarding predatory animals and the increasing threat to the safety, health and welfare of people.

Gerald Scoot, a resident of Eagar, Arizona stated he is local rancher and is concerned with the wolves and predator issues and commended the Board for their work.

Wink Criegler, a resident of Eagar, Arizona expressed her concerns with the predator issue and has had significant economic losses from predation and asked the Board approve the ordinance.

John Bennett, a resident of Springville, Arizona and is president of the organization called Citizens for Multiple Use and Access and have been fighting the overreach of the federal government for the past 7 years regarding the travel management and forest plan and what the forest service is trying to do to so he is happy to see the Board of Supervisors support the predatory issue. Mr. Bennett stated that he has supported this Board of Supervisors for the past 6 years because they have received a lot of help from the Board and will do whatever they can to help the Board.

Gary Finch, a resident of Eagar, Arizona stated that animals are here for peoples benefit and not the other way around and if wolves are going to be reintroduced, somebody has to be responsible for what happens.

Corwin Hulsey, a rancher from Luna, New Mexico and stated that he has had a bad run with the wolf problem and could show where he has lost \$80,000 to the wolves over the past three years. Mr. Hulsey stated that he used to move his cattle depending on where the feed was; now he moves his cattle as far away as he can from the wolves and in March, he still lost two calves to wolves.

Marshall Sawyer, a rancher from Quemado, New Mexico and stated his ranch is within one mile from Apache County and the ranching is on the decline and the wolves are part and parcel for it.

Tom Macnab, a resident of Blue, Arizona stated he is hoping for an end to the wolf program.

Jason Wenz, a resident of Springville, Arizona stated that he is a rancher and has had loses from wolves and need help keeping these small ranches going.

Mr. Weller made the motion to go into executive session for legal advice, pursuant to ARS 38-431.03 (A)(3) for legal advice regarding the possible implementation of future predatory animal regulations and ordinance regarding predatory animals and the increasing threat to the safety, health and welfare of people. Mr. Shirley seconded the Motion. Vote was unanimous.

Executive Session was held.

Chairman White called the meeting back to order. **Mr. Weller made the motion to come out of**

executive session, seconded by Mr. Shirley. Mr. Weller asked Doyel Shamley to comment on the ordinance since he helped write it. Doyel Shamley stated that all of the bases are covered and is it based on science and had conferred with 5 Ph.D.'s so they felt that this was written damn near perfect. **Mr. Weller made the motion to approve the ordinance, seconded by Mr. Shirley.** Vote was unanimous.

Ordinance # 2013-07

**AN ORDINANCE SETTING FORTH EMERGENCY
PREDATOR-HUMAN INCIDENT PROTECTIVE MEASURES**

WHEREAS, the Apache County Board of Supervisors finds and determines that the increase of dangerous predators, including introduced, experimental and managed species, will result in an increase in human-predator encounters that can result in threats, attacks, injuries and death to humans, especially vulnerable, handicapped, elderly and children throughout the county; and,

WHEREAS, the Apache County Board of Supervisors finds and determines that predatory animals, including introduced, experimental and managed species, and predator-human encounters pose serious threats to human settlements, family households, expose children to health and safety risks, and threaten the economic well-being of families and businesses within the County; and,

WHEREAS, the Apache County Board of Supervisors has received numerous testimonials from those affected by predators, including introduced, experimental and managed species; and,

WHEREAS, disease and spread of disease by predators including introduced, experimental and managed species and rodents is not being addressed sufficiently/effectively by the agencies at hand; and,

WHEREAS, increasing pressure on livestock from predatory animals, including introduced, experimental and managed species, has shown to impact and have detrimental affects to yearling operations; and,

WHEREAS, increased pressure from predatory animals, including introduced, experimental and managed species, has led to drastic and negative impacts on big game animals throughout the western U.S.; and,

WHEREAS, psychological impacts and damages have been proven and testified to, by licensed mental health professionals, concerning the impacts of predators, including introduced, experimental and managed species such as the wolf, with no relief forthcoming; and,

WHEREAS, many experts on predators, including introduced, experimental and managed species, have legitimate concerns and suspicions about the genetic purity of

introduced and/or protected/specially-protected species, deeming in the case of the Mexican Gray Wolf, a wolf-dog hybrid; and,

WHEREAS, Apache County questions the legality and viability of introduced and experimental species of questionable historic or genetic lineage; and,

WHEREAS, many experts on predators, including introduced, experimental and managed species to include wolves, demonstrate that habituated predators may cause danger to the citizens of Apache County because these predators may have lost their fear of humans; and,

WHEREAS, many of these experts have documented that the very practices indulged in by the United States Fish and Wildlife Service (USFWS) lead to habituation and fearlessness; and,

WHEREAS, the Board desires to increase its ability to protect humans, the general well being of humans, livestock and domesticated animals from predatory animals, including introduced, experimental and managed species; and,

WHEREAS, the 10th Amendment to the Constitution for the United States is clear when stating, "The powers not delegated to the United States by the Constitution, nor prohibited by it to the states, are reserved to the States respectively, or to the people."; and,

WHEREAS, the states and their political subdivisions, the counties, have derived specific and reserved powers from the 10th Amendment of the Constitution for the United States, referred to as Police Powers Of The State; and,

WHEREAS, the counties under these 10th Amendment and subsequent state powers has the duty to pass laws and regulations to protect the safety, health, welfare and morals for the benefit of their communities; and,

WHEREAS, the Board has a fiduciary responsibility under its statutory police powers to protect the health, safety and welfare of its residents; and, the County reserves the right to take whatever actions necessary to do so; and,

WHEREAS, pursuant to Arizona law, the Apache County Board of Supervisors has the authority to "Adopt provisions necessary to preserve the health of the county, and provide for the expenses thereof," and "Make and enforce all local, police, sanitary and other regulations not in conflict with general law" all according to A.R.S. § 11-251; and,

WHEREAS, pursuant to Arizona law, the Director of Agriculture "may also enter into cooperative agreements with other governmental agencies and counties of the state to promote the control and destruction of predatory wildlife, noxious rodents and related animals", which does not include big game

animals as defined in section 17-101, except:

1. Bear and mountain lion taken pursuant to section 17-302.
2. To protect public health and safety, all according to ARS 3-2401; and,

WHEREAS, pursuant to Arizona law, the Director of Agriculture “may approve expenditures for equipment, materials, supplies, transportation and other expenses, including personal services, necessary to discharge the powers imposed by this article” all according to ARS 3-2402; and,

WHEREAS, pursuant to Arizona Law, “The boards of supervisors of the several counties may within their respective counties:

1. Control and destroy predatory wildlife, noxious rodents and related animals as defined by ARS Section 3-2401.
2. Enter into cooperative agreements with the department and the animal and plant health inspection service of the United States department of agriculture.
3. Make necessary expenditures from any special, contingent or general county fund available for the purposes specified in this section.” All according to ARS Section 3-2405; and,

WHEREAS, the cooperation and participation with the USFWS is not sufficient to address the needs of the County health, safety and welfare; and,

WHEREAS, multiple attempts have been made by Apache County to coordinate with Arizona Game and Fish Department (AZGFD) and the USFWS, to no avail; and,

WHEREAS, there has been a rise in political posturing and intimidation, including blackmail, surrounding predatory, introduced, experimental and managed species; and,

WHEREAS, there has been an increase of threatening rhetoric and conjecture concerning predatory, introduced, experimental and managed species; and,

WHEREAS, information critical to local governing bodies to fulfill their obligations to protect safety, health, welfare and morals has not been forthcoming from management agencies; and,

WHEREAS, the USFWS final rule implementing the introduction of the experimental wolf population allows Mexican Gray Wolves (“wolf”) to be “taken” in certain instances. See 63 C.F.R. §§ 1752, 1759; This process is ineffective, protracted in time and to which the USFWS is non-responsive; and,

WHEREAS, the USFWS, Arizona Game and Fish Department, New Mexico Game and Fish Commission, USDA-Animal and Plant Health Inspection Service (APHIS), the U.S. Forest Service and others, in a document called *Mexican Wolf Encounter Safety Tips*, states that “if in imminent danger, do what is

necessary to protect yourself, your family, or the lives of others”; and,

WHEREAS, on January 2, 2013, Arizona Game & Fish along with the U.S. Fish and Wildlife Service announced another Mexican Gray Wolf would be released into Apache County; and,

WHEREAS, previous documents prepared by U.S. Fish and Wildlife and Arizona Game and Fish Department show the intent to introduce more wolves into Apache County and surrounding areas, including the proposal of a “Southwestern Gray Wolf” management plan announced on December 18, 2012; and,

WHEREAS, the Apache County Board of Supervisors finds and determines that the USFWS actions to address Mexican Gray Wolf threats to human settlement’s, households and residents of the County are not sufficient to reduce and eliminate these threats to human populations; and,

WHEREAS, the Board determines that measures used by other counties have provided some relief to predator-human encounters; the County realizes that as human incidents with wolves and other predations are increasing rather than decreasing; that the risk of wolf and other predator attacks on humans has become more likely as human/wolf incidents increase, certain measures are necessary for the protection of the safety, health, welfare and morals of the residents and businesses in Apache County; and, these escalating incidents include human suffering, possible loss of life, loss of income, loss and damage to private property, and disruption of the normal functioning of government and communities in Apache County; and,

WHEREAS, the Board desires an emergency response/measures that is/are more effective, direct and immediate, when residents ask for assistance when the residents are threatened by predator encounters (including wolves), and the Board desires to establish expectations of law enforcement within the County when responding to such dangers, to include livestock predation;

NOW THEREFORE, BE IT RESOLVED, the Board of Supervisors of Apache County hereby adopts this Apache County Ordinance No. 2013-007: *An Ordinance Setting Forth Emergency Predator-Human Incident Protective Measures*. Procedures for implementing the emergency measures for this proclamation shall have the force and effect of law.

BE IT FURTHER RESOLVED, the purpose of this ordinance is to set forth and specify emergency response to resident requests for help to remove threatening predators (including wolves) in order to protect families and the lives of others. In implementing this ordinance, priority response will be to requests from disadvantaged or vulnerable individuals and families, including but not limited to children, elderly, mentally or physically handicapped, other impaired individuals as defined by the Americans with Disabilities Act.

BE IT FURTHER RESOLVED, Apache County predator protection management objectives are to:

1. Prevent human death and injury;
2. Assist County residents who encounter predators and fear for their lives;
3. Provide rapid response to residents who cannot safely protect themselves from predator encounters that present a threat, as described above;
4. Prevent loss of livestock and any other property that may be damaged or destroyed by predators;
5. Reduce predator-human interactions; and,
6. Reduce habituated predators from human encounters.

BE IT FURTHER RESOLVED, impeding the Apache County Sheriff, any designated Apache County Deputy, any designated Officer or other designee or contractor of Apache County who is performing the task of protecting the safety, health, welfare and morals of humans from predatory animals is hereby designated a Class 2 Misdemeanor and punishable pursuant to Title 13 of the Arizona Revised Statutes.

BE IT FURTHER RESOLVED, it is illegal to translocate, introduce or allow to be introduced, any predatory, experimental, non-native, or any other species into Apache County, without either fully coordinating with the County prior to any planning efforts, or ensuring compliance with all applicable federal laws and regulations.

BE IT FURTHER RESOLVED, that this Ordinance be called immediately to the attention of Governor Jan Brewer, Arizona Game and Fish Department, United States Fish and Wildlife Service, Arizona Congressional Delegation and the Arizona Legislature, and meetings will, as needed, be coordinated as soon as possible.

BE IT FURTHER RESOLVED, the County will, as needed, enter into coordinated agreements with the Arizona Agricultural Department and Director.

BE IT FURTHER RESOLVED, the County will, as needed, enter into coordinated agreements with the Animal and Plant Health Inspection Service (APHIS) of the United States Department of Agriculture.

BE IT FURTHER RESOLVED, the Apache County Board of Supervisors may, as needed, contract with a qualified predator officer, from either another county or another agency, to provide an instructional course on predatory animal behavior, identification and familiarization for the Apache County Sheriff's

Office's deputy first-responders.

BE IT FURTHER RESOLVED, since response time is critical, the County Sheriff or designee may issue a dispatch order, to lethally remove a predator(s), when there's an imminent threat of serious bodily injury to members of the effected household(s).

BE IT FURTHER RESOLVED, the Board specifies the following procedures in responding to immediate assistance from requests by county residents, as described above.

SECTION 1:

Procedures are hereby established for responding to complaints or need for immediate assistance to remove predators that are threats or danger to humans, including children or other defenseless persons, domestic animals and/or livestock. The County responding sheriff deputy will quickly respond to any of the following predator-related activities:

- 1.1 Frequently approaching people or domestic animals and/or livestock;
- 1.2 Frequently entering human developments;
- 1.3 Behavior indicating habituation to humans and human food items;
- 1.4 Acquiring human foods on more than one occasion;
- 1.5 Attacking, injuring or showing aggressive behavior towards a human;
- 1.6 Where and when residents are unable or disadvantaged to protect themselves from predators, the County may intervene as a third party to assist said residents in removing threatening predators.

SECTION 2:

The Investigating Office of the Sheriff's Department shall assume the following actions:

- 2.1 Upon receiving a request for assistance, the designated Deputy of the Sheriff's Department will make the determination to respond to the request;
- 2.2 The designated Deputy of the Sheriff's Department will immediately respond to the scene of the threat and check the resident(s), and make an initial observation for obvious physical effects and/or danger to humans, livestock or domestic animals.

SECTION 3:

The Investigating Officer of the Sheriff's Department will assume the following actions:

- 3.1 Confirm the threatening incident;
- 3.2 Identify and document the presence of predator(s) and

determine if such presence is causing an imminent threat of physical or bodily danger or harm;

3.3 If there is an imminent threat of serious bodily harm to any human, the Sheriff's Deputy may act in defense of others to alleviate the threat if such actions are reasonably necessary to protect such person from death or serious bodily injury. Further, Lethal take of a predator is only appropriate if the officer determines that (1) there is an apparent, danger of death or bodily harm to others, (2) the apparent danger would have caused a reasonable person to act the same way in the same circumstances;

3.4 Provide comfort and apply first aid, if necessary.

3.5 Contact EMS and County Sheriff to treat and investigate as necessary;

3.6 Complete investigation;

3.7 Document incident;

3.8 Notify Apache County Board of Supervisors and County Sheriff;

3.9 In the case of a lethal take of a predator that is not threatened or endangered, as can be reasonably determined by the designated Deputy with available resources according to the Endangered Species Act, the designated Deputy will contact the Arizona Fish and Game Department within 24 hours;

3.10 In the case of a lethal take of a confirmed or perceived predator listed as threatened or endangered, according to the Endangered Species Act, the designated Deputy will preserve the site with the minimum of disturbance and call the USFWS as soon as possible, but in all cases within 24 hours;

3.11 Inspect and document physical effects;

3.12 Photograph all scenes where physical effects occurred;

3.13 Measure canine spread in millimeters;

3.14 Prepare incident report including all non-confidential information described above and transmit to the Apache County Board of Supervisors, FWS and US Wildlife Service and Arizona Fish and Game Department within seven (7) days.

SECTION 4:

Definitions:

Habituated Predator: A predator that more than once approaches people and/or repeatedly visits human use areas in the presence of people without displaying an avoidance response; an habituated predator that stands, looks at people in a fearless manner, cannot be scared off by yelling, clapping hands, waving arms, throwing objects and/or discharging a firearm. Habituation is a decreasing response to a repeated, non-consequential stimulus; the loss of a fear response to people, which arises from frequent non-consequential encounters.

Problem Predator: A predator that:

- (1) Has depredated lawfully present livestock; or any other domestic animal;
- (2) As some predators, can be a member of a group or pack (including adults, yearlings, and young-of-the-year) that were directly involved in livestock depredations;
- (3) Was fed by or are dependent upon adults involved with livestock or domestic animal depredations (because young animals will likely acquire the pack's livestock or domestic animal depredation habits);
- (4) Has depredated domestic animals other than livestock on private or tribal lands, two times in an area within one year; or,
- (5) Is habituated to humans, human residences, or other related or similar facilities.

Predation: Orientation towards the prey followed by: stalking, chasing, catching, biting, shaking the prey, carrying or dragging off. The predator may not show prior threat display or vocalization; it may continue attack on targeted prey, even with interference. Children are particularly susceptible to predation.

Predator: Any animal including but not limited to mountain lions, black and Grizzly bears, jaguars, wolves and coyotes, that live by preying on other animals, to include introduced, experimental and managed species, as well as those defined by ARS 3-2401.

Predator-Human Interaction: Any incident in which the behavior of a predator has a direct physical or mental effect upon a human.

Threat: Any predator-related circumstance or event with the potential for adverse physical or psychological impact upon a human. A predator is considered to be a threat to a human any time the predator demonstrates menacing or fearless behavior while in proximity to a human

Wild Predator: A predator with wild characteristics; not tame or domesticated. A wild predator is free ranging exclusively in the wild and has an avoidance response to humans and human use areas.

PASSED, APPROVED AND ADOPTED this 21st day of May 2013.

/s/ Tom M. White, Jr., Chairman
 BOARD OF SUPERVISORS
 APACHE COUNTY, ARIZONA

ATTEST:

/s/ Delwin Wengert
 Clerk of the Board

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

Approved this 4th day of June, 2013

 Tom M. White, Jr.
 Chairman of the Board

 Delwin Wengert
 Clerk of the Board

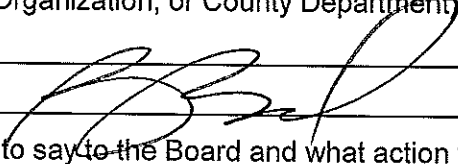
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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: 06/04/13

Signature: Per Sup. White Telephonic

4:24pm 5/23/13

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

Request authorization to convert the currently vacant Full Time Administrative Assistant III, range 30, position to a Part Time (24 hour) Admin Coordinator position and to fill the vacancy.

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 _____

JOE SHIRLEY, JR.
MEMBER OF THE BOARD
DISTRICT I
P.O. Box 1952, Chino, 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

I, Angela C. Romero, Apache County Elections Director, do hereby certify that the foregoing Summary of Votes Cast is a true, correct and complete tabulation of the votes cast at the Special Election held in Apache County, State of Arizona on the 21st day of May, 2013, showing the name of each candidate and the number of votes each candidate received, or the title of each ballot measure and the number of votes for and against in said election.

Angela C. Romero
Elections Director

Date

The attached four (4) pages reflect the results of the May 21, 2013 Special Election. For those offices to be canvassed by the Apache County Board of Supervisors, these results are hereby approved by the Board as the Official Canvass of the May 21, 2013 Special Election.

APPROVED THIS 4th DAY OF JUNE, 2013.

Tom M. White, Jr.
Chairman of the Board

ATTEST:

Delwin P. Wengert
Clerk of the Board

Election Summary Report
2013 City of St. Johns General
Summary For Jurisdiction Wide, All Counters, All Races
OFFICIAL REPORT

Date:05/21/13
 Time:19:50:28
 Page:1 of 1

Registered Voters 1939 - Cards Cast 543 28.00%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

City of St. Johns General

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Times Counted	543/1939	28.0 %
Total Votes	522	
OVERSON, BRADLEY	126	24.14%
RICHARDSON, JOHN	387	74.14%
Write-in Votes	9	1.72%

St. Johns Home Rule Question

	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Times Counted	543/1939	28.0 %
Total Votes	493	
YES	311	63.08%
NO	182	36.92%

Statement of Votes Cast
 2013 City of St. Johns General
 SOVC For Jurisdiction Wide, All Counters, All Races
 OFFICIAL REPORT

Date:05/21/13
 Time:19:55:34
 Page:1 of 3

	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
City of St. Johns- Prec #(s): 12.2 / 61.2 / 61.4	1939	543	28.00%
Total	1939	543	28.00%

Statement of Votes Cast
 2013 City of St. Johns General
 SOVC For Jurisdiction Wide, All Counters, All Races
 OFFICIAL REPORT

Date:05/21/13
 Time:19:55:34
 Page:2 of 3

		City of St. Johns General						
		Reg. Voters	Times Counted	Total Votes	OVERSON, BRADLEY	RICHARDSON, JOHN	Write-In Votes	
Jurisdiction Wide								
City of St. Johns- Prec #(s): 12.2 / 61.2 / 61.4		1939	543	522	126 24.14%	387 74.14%	9	1.72%
Total		1939	543	522	126 24.14%	387 74.14%	9	1.72%

Statement of Votes Cast
 2013 City of St. Johns General
 SOVC For Jurisdiction Wide, All Counters, All Races
 OFFICIAL REPORT

Date:05/21/13
 Time:19:55:34
 Page:3 of 3

	St. Johns Home Rule Question						
	Reg. Voters	Times Counted	Total Votes	YES		NO	
Jurisdiction Wide							
City of St. Johns- Prec #(s): 12.2 / 61.2 / 61.4	1939	543	493	311	63.08%	182	36.92%
Total	1939	543	493	311	63.08%	182	36.92%

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

RECEIVED
date/time place
MAY 23 2013
Board of Supervisors
Apache County, AZ

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

Lyle LeFevre - Information Technology

Date/Signature: 23 May 2013 Lyle LeFevre

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

Discussion and possible approval to enter a service agreement with Frontier Communications to provide upgraded network communications. New service to include Internet Access to the Round Valley Annex and Ganado and Point to Point connection between BOS Meeting Date Requested 6/4/13 St Johns and Chinle and Fort Defiance.

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 _____



Contact: Ben Dugdale
Account: Apache County
Address: 75 W. Cleveland
City, State, ZIP: St. Johns, AZ 85936
Creation Date: May 23, 2013

Bryan Baker
 Frontier Communications
 PO Box 862
 Lakeside, AZ 85929
bryan.baker@ftr.com

Current Service: Current Frame Relay services billing State Contract amounts. Frontier is no longer on State Contract, therefore, rates will change to Tariff rates shown.

	<u>MRC</u>	<u>MRC</u>
Frame Relay Host (St. Johns)	\$435.00	\$984.00
Frame Relay (Chinle)	\$415.00	\$931.64
Frame Relay (Ganado)	\$415.00	\$931.64
Frame Relay (Ft. Defiance)	\$931.64	\$931.64
Current Total:	\$2,196.64	Tariff Rate Total: \$3,778.92

New Service: New service to include Internet Access directly to 2 locations and Point to Point connection St. Johns to 2 locations.

	<u>Term</u>	<u>MRC</u>	<u>TOTAL:</u>
10Mb Ethernet Internet Access (Springerville)	60 mo	\$750.00	
5Mb Ethernet Internet Access (Ganado)	60 mo	\$650.00	
5Mb Ethernet Point to Point (Ft. Defiance)	60 mo	\$725.00	
5Mb Ethernet Point to Point (Chinle)	60 mo	\$815.00	
			\$2,940.00

*Pricing does not include taxes & surcharges; \$0.00 installation fee; Pricing valid for 30 days.

This Agreement is made this 23rd day of May, 2013, ("Effective Date") by and between Frontier Communications of America, Inc. on behalf of the incumbent local exchange carrier and service affiliates which provide services to the customer service addresses identified in the Schedules attached hereto (referred to herein as "Frontier"), and Apache County, whose address is PO Box 1360 Eagar, AZ 85925 (referred to herein as "Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to purchase communications services, maintenance and installation services (collectively "Services"), and lease or purchase equipment ("Equipment"), as further described in this Agreement and/or in the Schedules issued by Frontier and executed by Customer. Each Schedule is incorporated herein by reference and made a part hereof.

b. Customer acknowledges that certain Services may be regulated and governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this Agreement and an applicable tariff, the tariff shall control except with respect to pricing, termination charges or cancellation charges for which this Agreement shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services, up to and including the point at which the facilities and equipment are made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Service and/or equipment, including obtaining approvals, permits or licenses from third parties as necessary. Customer will provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

d. Only authorized agents and representatives of Frontier may perform maintenance work. Any repair, alteration, configuration or servicing of Frontier's facilities or equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance of its maintenance obligations hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for maintenance and repair if: (i) the equipment is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); and (iii) if the problem originated from a source unrelated to the Equipment.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of the Equipment in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and agreed to by Frontier, act as Customer's agent for ordering facilities

provided by other carriers to allow such connection of Customer's locations to Frontier's network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service and Frontier's network and facilities, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards. With respect to each Customer-designated location, Customer is responsible for taking all steps necessary to interconnect the Service at such location.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and related equipment. Customer is solely responsible for ensuring that all of Customer's data files are adequately duplicated and documented at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

j. Frontier will manage its network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Customer and its employees shall be the only permitted end-user of the Services and Equipment. Customer shall not resell or bundle the Services or equipment, nor permit any third party to access the Services or Equipment in exchange for compensation of any kind.

2. Term

The term of this Agreement shall commence as of the **Effective Date** and shall continue through the Service Term and any Extended Service Term (as defined below) with respect to any Service or lease of equipment pursuant to this Agreement. Customer shall purchase the Services and lease or purchase the Equipment identified in each Schedule, for the period of time stated in the Schedule if applicable (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or (ii) five (5) days following Frontier's installation of such Service(s), and such date is deemed the commencement of the applicable Service Term. If neither

party provides the other with written notice of its intent to terminate at least sixty (60) days prior to expiration, the Service Term shall automatically renew for additional one-year periods (each an "Extended Service Term"), subject to the terms and conditions of this Agreement and at the then applicable one-year term rate, excluding promotional rates.

3. Payment

a. Customer shall pay all charges set forth in the attached Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer monthly for all monthly recurring charges ("MRC") and usage based charges. In addition, the first invoice(s) may include non-recurring charges ("NRC"), as applicable.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay any and all federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (exclusive of taxes based on the net income of Frontier or its affiliates), or any charges in lieu thereof, and any applicable surcharges or fees, including but not limited to Primary Interexchange Carrier Charge ("PICC"), Federal Pre-Subscribed Line Charge ("FEPS"), Carrier Cost Recovery Surcharge, E-911, Universal Service and Local Number Portability surcharges related to the Services, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges.

c. All payments shall be due within thirty (30) days of the invoice date and late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. The late payment fee referred to above will be in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to suspend or terminate any or all Services or terminate the provision, lease, installation or repair of any or all equipment subject to this Agreement immediately if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Schedule, in whole or in part, prior to installation or delivery, Customer shall pay a cancellation charge equal to one month of the applicable MRC, plus the total costs and expenditures of Frontier in connection with such Schedule prior to Frontier's receipt of notice of cancellation, including, but not limited to, Frontier's applicable installation charges.

b. Following installation, Customer may terminate a Schedule, in whole or in part, by providing at least thirty (30) days prior written notice to Frontier. If Customer terminates a Schedule, in whole or in part, or Frontier terminates any Schedule, in whole or in part, pursuant to Section 8.a. hereof then, unless otherwise specifically provided in the applicable Schedule, Customer shall immediately pay Frontier a cancellation charge equal to all unpaid amounts applicable to the terminated portion of the Schedule through the date of termination, plus the monthly recurring charges and all related taxes and surcharges multiplied by the number of months remaining in the applicable minimum term commitment, if any. Partial months shall be prorated.

c. It is agreed that Frontier's damages in the event of early termination will be difficult or impossible to ascertain. The charges identified in this Section 4 are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this Agreement shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service, Maintenance Service or equipment during the prior 12 months. In cases of a Service Outage, liability shall be limited to 1/720 of the monthly recurring charge for each hour of the Service Outage. A "Service Outage" is an interruption in Service caused by a failure of Frontier's equipment or facilities, excluding degradation or disruption due to maintenance or an event outside Frontier's complete control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING, FRAUD BY THIRD PARTIES.

c. Frontier warrants that its equipment and facilities will be maintained in good working order. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION EQUIPMENT, DATA AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.**

d. This Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this Agreement will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

6. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this Agreement; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) use of the Equipment or Services by third parties, including employees,

contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services or content transmitted to or from the Customer's location using the Equipment or Service; (v) any bodily injury (including illness or death) or property damage caused by the Customer or associated with the Equipment or Service; or (vi) Customer's failure to maintain an adequate and safe environment free from any liens, or permitting unauthorized repairs. The obligations under this Section 6 are independent of any other obligation under this Agreement.

7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this Agreement shall be considered confidential, and that details of the terms of this Agreement, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of six (6) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Default

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or fails to comply with any other term or condition of this Agreement or any Schedule, and such failure continues for thirty (30) days after notice, then Frontier shall have the right either to suspend the Schedule, or any portion thereof, until the default is remedied or to terminate this Agreement or any Schedule in whole or in part. Notwithstanding the above, in the following circumstances Frontier may immediately suspend Services and, after (i) giving notice to Customer with an opportunity to respond appropriate to the circumstances and (ii) Customer's failure to respond, Frontier may terminate any or all Services, remove Equipment from Customer's premises and immediately repossess Equipment:

- 1) In the event of unauthorized, unlawful or improper use or abuse of the facilities, equipment, or Service, or
- 2) If, in the sole judgment of Frontier, Customer's use of the facilities, equipment, or Service has or will have an adverse affect

on the business of Frontier or the efficiency of Frontier's personnel, network, property or service; or

- 3) A court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

In addition, Frontier shall have the right to take immediate action, including termination of the Schedule and severing of the connection to its network without notice to Customer when injury or damage to Frontier personnel, network, property or service is occurring, or is likely to occur.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach, Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This Agreement may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this Agreement to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder, but shall remain fully liable to Customer for the workmanlike performance thereof.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this Agreement, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges pursuant to the related Schedule based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the premises.

12. Title and Risk of Loss

a. Risk of loss or damage for equipment and facilities provided pursuant to this Agreement and/or used by Frontier to provide the Services shall pass to Customer at time of delivery to Customer.

b. Unless expressly sold to Customer, any equipment installed at Customer's premises in connection with the Services remains the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this Agreement or any applicable Service or Equipment lease, such equipment shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event of Customer's failure to comply with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of such equipment.



c. Customer will reimburse Frontier for any loss of, or damage to, any Frontier facilities or equipment in or on Customer's premises or property resulting from theft, willful injury, or any other cause whatsoever, other than any loss or damage resulting from either a natural disaster or the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the services and Equipment provided under this Agreement either now or in the future, and has freely elected to enter into this Agreement in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this Agreement shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this Agreement. If provision of any Service pursuant to this Agreement is subject to advance approval of the FCC and/or any state public utilities commission, this Agreement shall not become effective with respect to such Service after receipt by Frontier of written notice of such approval.

15. Governing Law

This Agreement shall be governed by and construed according to the laws of the State in which services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this Agreement will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

19. Independent Contractor Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then the parties may seek resolution by exercising any rights or remedies available to either party at law or in equity. Customer and Frontier agree that we each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

21. Entire Agreement.

This Agreement, together with any applicable Schedule, constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This Agreement may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this Agreement between the parties.

Frontier Communications of America, Inc.: Signature: _____ Printed Name: _____ Title: _____ Date: _____ Contractual Notice: Frontier Communications 180 S. Clinton Avenue, 7 th Floor Rochester, NY 14646-0700 Attn: Associate General Counsel	CUSTOMER: Apache County Signature: _____ Printed Name: _____ Title: _____ Date: _____ Contractual Notice: _____ Attn: _____ Maintenance Notifications: _____ Billing Contact: _____
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DEDICATED INTERNET ACCESS ("DIA") SCHEDULE

Frontier Confidential

This is Schedule Number 1 to the Frontier Services Agreement dated May 23, 2013 ("FSA") by and between Apache County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: 309 S. Mountain Ave.
 City, State, Zip: Springerville, AZ 85938

Schedule Date: May 23, 2013
 Service Term: 60 mo

Service	Transmission Speed (Mbps)	Charges		Contract Value (NRC + MRC x Term)
		NRC	MRC	
Internet Service (DIA)	10 Mbps	\$ 0.00	\$ 750.00	\$ 45,000.00
Subtotal:		\$ 0.00	\$ 750.00	\$ 45,000.00

Service	Transmission Speed (Mbps)	Charges		Contract Value (NRC + MRC x Term)
		NRC	MRC	
Burstable Internet* (see terms below)	CIR (100 Mb Minimum):	Mbps	\$	\$
	Max Burst Rate:	Mbps		\$ /Mbps
Subtotal:				\$

* BURSTABLE INTERNET CHARGES ARE BASED ON USAGE. Customer accepts full liability for these charges and agrees to settlement of these charges in accordance with terms and conditions in this contract. Burstable Internet charges will be in addition to the "Total Contract Value" noted above.

95th Percentile Rule (applies only if Customer orders Burstable Internet):

- Customer is billed for the monthly bandwidth commitment. Additionally, Frontier's bandwidth monitoring samples (takes a data point reflecting bandwidth utilization at a particular instance) Customer's internet connection(s) every 5 minutes and stores those samples for a billing period of one month.
- At the end of the billing month, all the data samples are collected and then sorted from highest to lowest and the top 5% are discarded. The next highest data sample will then be referred to as the "95th Percentile" number. This number will then be used as the basis in computing the additional (burst) bandwidth amount for that particular billing month over the committed bandwidth already purchased, and Customer will be billed for the additional usage.

Total Contract Value :	\$ 45,000.00**
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** DOES NOT INCLUDE VARIABLE CHARGES BASED ON USAGE.

SUPPLEMENTAL TERMS AND CONDITIONS

1. Obligations of Customer

Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof.

2. Equipment or Software Not Provided by Frontier

- Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.
- Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router and modem to be used as the gateway to the Frontier network. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.
- Frontier and Customer will cooperatively establish the initial configuration for the Customer-provided router's interface with the Frontier network.
- Customer shall permit Frontier to access the router's SNMP variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP TRAP messages.



DEDICATED INTERNET ACCESS ("DIA") SCHEDULE

Frontier Confidential

E. Frontier may, from time to time, procure Services or facilities from an affiliate of Frontier, and in doing so, may act as an agent and not a principal for the affiliated entity with respect to the procurement and provision of the Service or facility. The Service or facility may be provided by an affiliate or vendor that is a common carrier, in which case the provision of the service or facility may be provided pursuant to terms and conditions stated in a filed federal or state tariff, which Customer agrees will govern the provision of the service or the facility.

3. Internet Acceptable Use Policy and Security

- A. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/
- B. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.
- C. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	Apache County
<i>Frontier's Signature:</i>	<i>Customer's Signature:</i>
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



DEDICATED INTERNET ACCESS ("DIA") SCHEDULE

Frontier Confidential

This is Schedule Number 2 to the Frontier Services Agreement dated May 23, 2013 ("FSA") by and between Apache County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: S. Hwy 264 Admin Bldg.
 City, State, Zip: Ganado, AZ 86505

Schedule Date: May 23, 2013
 Service Term: 60 mo

Service	Transmission Speed (Mbps)	Charges		Contract Value (NRC + MRC x Term)
		NRC	MRC	
Internet Service (DIA)	5 Mbps	\$ 0.00	\$ 650.00	\$ 39,000.00
Subtotal:		\$ 0.00	\$ 650.00	\$ 39,000.00

Service	Transmission Speed (Mbps)	Charges		Contract Value (NRC + MRC x Term)
		NRC	MRC	
Burstable Internet* (see terms below)	CIR (100 Mb Minimum):	Mbps	\$	\$
	Max Burst Rate:	Mbps	\$	/Mbps
Subtotal:				\$

* BURSTABLE INTERNET CHARGES ARE BASED ON USAGE. Customer accepts full liability for these charges and agrees to settlement of these charges in accordance with terms and conditions in this contract. Burstable Internet charges will be in addition to the "Total Contract Value" noted above.

95th Percentile Rule (applies only if Customer orders Burstable Internet):

- Customer is billed for the monthly bandwidth commitment. Additionally, Frontier's bandwidth monitoring samples (takes a data point reflecting bandwidth utilization at a particular instance) Customer's internet connection(s) every 5 minutes and stores those samples for a billing period of one month.
- At the end of the billing month, all the data samples are collected and then sorted from highest to lowest and the top 5% are discarded. The next highest data sample will then be referred to as the "95th Percentile" number. This number will then be used as the basis in computing the additional (burst) bandwidth amount for that particular billing month over the committed bandwidth already purchased, and Customer will be billed for the additional usage.

Total Contract Value :	\$ 39,000.00**
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** DOES NOT INCLUDE VARIABLE CHARGES BASED ON USAGE.

SUPPLEMENTAL TERMS AND CONDITIONS

1. Obligations of Customer

Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof.

2. Equipment or Software Not Provided by Frontier

- Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.
- Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router and modem to be used as the gateway to the Frontier network. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.
- Frontier and Customer will cooperatively establish the initial configuration for the Customer-provided router's interface with the Frontier network.
- Customer shall permit Frontier to access the router's SNMP variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP TRAP messages.



DEDICATED INTERNET ACCESS ("DIA") SCHEDULE

Frontier Confidential

E. Frontier may, from time to time, procure Services or facilities from an affiliate of Frontier, and in doing so, may act as an agent and not a principal for the affiliated entity with respect to the procurement and provision of the Service or facility. The Service or facility may be provided by an affiliate or vendor that is a common carrier, in which case the provision of the service or facility may be provided pursuant to terms and conditions stated in a filed federal or state tariff, which Customer agrees will govern the provision of the service or the facility.

3. Internet Acceptable Use Policy and Security

- A. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/
- B. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.
- C. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	Apache County
<i>Frontier's Signature:</i>	<i>Customer's Signature:</i>
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



METRO ETHERNET LAN/WAN SCHEDULE

Frontier Confidential

This is Schedule Number 3 to the Frontier Services Agreement dated May 23, 2013 ("FSA") by and between Apache County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:

Street Address: 75 W. Cleveland
 City, State, Zip: St. Johns, AZ 85936

Schedule Date: May 23, 2013
 Service Term: 60

A detailed description of the Services, by location, is provided in Attachment 1 to this Schedule, incorporated herein by this reference.

Service	Charges		Total Commitment (NRC + MRC X Term)
	NRC	MRC	
Metro Ethernet LAN/WAN	\$ 0.00	\$ 1,540.00	\$ 92,400.00
Managed Router	\$	\$	\$
Internet Access	\$	\$	\$
Grand Total:	\$ 0.00	\$ 1,540.00	\$ 92,400.00

Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to-point traffic over such Services:
 will be more than 10% Interstate in nature; OR will be 10% or less Interstate in nature.
 The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

SUPPLEMENTAL TERMS AND CONDITIONS

1. Obligations of Customer

Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof.

2. Equipment or Software Not Provided by Frontier

- A. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.
- B. Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router and modem to be used as the gateway to the Frontier network. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.
- C. Frontier and Customer will cooperatively establish the initial configuration for the Customer-provided router's interface with the Frontier network.
- D. Customer shall permit Frontier to access the router's SNMP variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP TRAP messages.
- E. Frontier may, from time to time, procure Services or facilities from an affiliate of Frontier, and in doing so, may act as an agent and not a principal for the affiliated entity with respect to the procurement and provision of the Service or facility. The Service or facility may be provided by an affiliate or vendor that is a common carrier, in which case the provision of the service or facility may be provided pursuant to terms and conditions stated in a filed federal or state tariff, which Customer agrees will govern the provision of the service or the facility.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

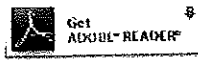
Frontier Communications of America, Inc.	Apache County
Frontier's Signature:	Customer's Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



ATTACHMENT 1
SERVICE DESCRIPTION BY LOCATION

Service Location	Service Address: street, city, state	Service	Port/Access CIR	Charges		Term Value (NRC + MRC X Term)
				NRC	MRC	
Primary	75 W. Cleveland, St. Johns, AZ, 85936	NPA/NXX 928-337 Managed Router	10 Mbps Mbps	\$ \$	\$ \$	\$ \$
2	70 Rural Fort Deflance, AZ, 86504	NPA/NXX Managed Router	5 Mbps Mbps	\$ 0.00 \$	\$ 725.00 \$	\$ 43,500.00 \$
3	27 Rural Chinle, AZ, 86503	NPA/NXX Managed Router	5 Mbps Mbps	\$ 0.00 \$	\$ 815.00 \$	\$ 48,900.00 \$
4	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
5	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
6	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
7	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
8	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
9	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
10	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
11	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
12	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
13	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
14	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
15	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
16	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
17	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
18	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
19	, ,	NPA/NXX Managed Router	Mbps Mbps	\$ \$	\$ \$	\$ \$
Subtotal:				\$	\$ 1,540.00	\$ 92,400.00

Some files on this web site may require Adobe Acrobat Reader - download free



Regional Council Meeting Dates

February 28, 2013	High Country Conference Center	✓
April 25, 2013	High Country Conference Center	✓
June 27, 2013	High Country Conference Center	✓
August 22, 2013	High Country Conference Center	
October 24, 2013	High Country Conference Center	

Time: Executive Committee	9:00 A.M. - 10:00 A.M.
Regular Session	10:00 A.M. - 12:00 P.M.
Lunch	12:00 P.M. - 1:00 P.M.

High Country Conference Center
 201 West Butler Avenue
 Flagstaff, AZ 86001
 (928) 523-7778 phone
 (928) 523-7779 FAX

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For technical questions and comments regarding this website, please contact the [Webmaster](#).

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BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

D. Weger

Date/Signature: 5/27/13

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

Direction regarding 2013-2014 Budget

BOS Meeting Date Requested 6/4/13

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 _____