



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Doyel Shamley
Vice Chairman, District III

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

June 6, 2017

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

Pledge of Allegiance.
Invocation by Invitation.

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

June 6, 2017

1. Discussion and possible approval of the Delegation Agreement with the Arizona Department for Health Services to authorize the Apache County Public Health Services District to perform inspections of certain fixed establishments and enforce public health laws.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
June 6, 2017**

1. Discussion and possible approval of community representatives, proposed budget, and Strategic Planning Process for the Greer Memorial Library.
2. Discussion and possible approval of the creation of a custodian position, (range 18) at 24 hours per week, at ten dollars (\$10.00) per hour, and fill the vacancy.
3. Discussion and possible approval to increase the hours of Dale Hoyt, Facilities and Construction Supervisor, from 32 hours per week to 40 hours per week, at a cost of eight thousand, eight hundred ninety-nine dollars and thirty-two cents. (\$8,899.32). This increase in hours is needed to train and supervise new hire as well as take on the cleaning of various libraries. The estimated savings with the new hire and the increased hours is approximately \$20,000.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
June 6, 2017**

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

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between May 16, 2017 to June 6, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated May 16, 2017.
- *C. Request approval of a Special Event Liquor License Application for Lisa Malcolm, Alpine Action Alliance, for June 30, 2017 and July 1, 2017 at Melody Field, 42663 Highway 180, Alpine, Arizona for a Bluegrass Festival.
- *D. Request approval of a Fireworks Display Permit Application for Alpine Fire District. The fireworks display will be held on July 1, 2017 in Alpine, Arizona.

Personnel Items:

- *E Sheriff's Office: Notification of the retirement of Glenn Bay and request approval to payout his accrued sick leave in accordance with Human Resources Policy 3.25.

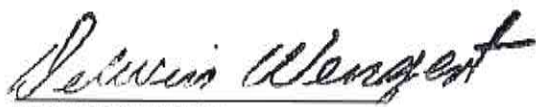
Community Development:

- *F. Request approval of a Conditional Use Permit to allow Sun State Towers to construct a 195 foot self-supporting wireless communications tower designed to support additional wireless carriers. Property is located near U.S. 60 and the Refuse Transfer Station in Vernon, Parcel 106-39-006. The Planning and Zoning Commission voted 6-1 for approval.
2. Finance Department: Discussion and possible approval of a change to the Purchasing Policy, competitive bidding to be in alignment with state statute, changing the bidding limit from fifty thousand dollars (\$50,000) to one hundred thousand dollars (\$100,000).
 3. Finance Department: Discussion and possible approval to pay off the Greater Arizona Development Authority loan, in the amount of two million, nine hundred twenty thousand dollars. (\$2,920,000.00) as of July 3, 2017.
 4. Finance Department: Discussion and possible approval to engage services of REDW to write financials for FY2016 and FY2017 audits.
 5. Malena Bazarro, Grants Manager: Discussion and possible acceptance or rejection of Bid #137-17 for the Alpine Streetlights Community Development Block Grant (CDBG) project.
 6. County Manager: Discussion and possible approval of a Liquor License application recommendation (Acquisition of Control - #06010027) for Kelly Ann Holtmeier-Brasier, Farm House at Concho Creek, located at 7 County Road, Concho, Arizona.
 7. County Manager: Discussion and possible approval of a Liquor License application recommendation (Person Transfer- 06010005) for Denise Tilford, Molly Butler's Lodge, 109 Main Street, Greer Arizona.
 8. County Manager: Discussion and possible approval of a resolution and designation of a point of contact for Hidden Heroes, who support Apache County's military and veteran caregivers.

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

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

Posted May 31, 2017 at 4:00 a.m. p.m. by BE



Delwin Wengert
Clerk of the Board

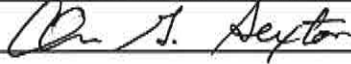
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton Apache County Public Health Services District

Date/Signature: May 22, 2017



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

Discussion and possible approval of the Delegation Agreement with the Arizona Department of Health Services to authorize Apache County Public Health Services District to perform inspections of certain fixed establishments and enforce public health laws.

BOS Meeting Date Requested June 6, 2017

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Chris Sexton Apache County Public Health Services District

Date/Signature: May 22, 2017

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

Discussion and possible approval of the Delegation Agreement with the Arizona Department of Health Services to authorize Apache County Public Health Services District to perform inspections of certain fixed establishments and enforce public health laws.

BOS Meeting Date Requested June 6, 2017

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

Chris Sexton

From: Ryan Patterson
Sent: Tuesday, May 23, 2017 6:41 AM
To: Chris Sexton
Subject: RE: Proposed Delegation Agreement with Arizona Department of Health Services

Please accept as signature.

From: Chris Sexton
Sent: Friday, May 19, 2017 5:14 PM
To: Josh Covey <JCovey@apachelaw.net>; Ryan Patterson <rpatterson@co.apache.az.us>
Subject: Proposed Delegation Agreement with Arizona Department of Health Services

Gentlemen,

Please review the attached agreement and sign the agenda form if there are no problems with the Delegation Agreement.

Thank you,
Chris



Apache County Public Health Services District

P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337-7532

Arizona Department of Health Services 2017 Delegation Agreement

Inspection of public swimming pools and public bathing places (hot tubs at hotels and motels), children's camps, food establishments, public schools, investigation of nuisance complaints, enforcement of pure food laws and smoke free Arizona laws are conducted to authority delegated by the Arizona Department of Health Services (AzDHS) to local health departments.

Apache County has entered into a Delegation Agreement with the AzDHS for many years. This Agreement is more of a renewal of the existing Delegation Agreement than a new agreement.

The term of this agreement is fifteen (15) years.

Pros

Local control

Local inspection

Local inspector easy to reach
and is aware of local conditions, politics

Rapport is developed between operators
and inspector

Local enforcement practices

Inspector easily accessible for consultations

Cons

Local licensing fees

Mandated inspections by the
Delegation Agreement

Required reporting to AzDHS

DELEGATION AGREEMENT
No. AGR2017-041

DELEGATION AGREEMENT

Between

ARIZONA DEPARTMENT OF HEALTH SERVICES

And

APACHE COUNTY

A Delegation Agreement is defined in Arizona Revised Statutes ("A.R.S.") § 41-1001(7) as "an agreement between an agency and a political subdivision that authorizes the political subdivision to exercise functions, powers and duties conferred on the delegating agency by a provision of law." A.R.S. § 41-1081 establishes standards of delegation.

The Arizona Department of Health Services ("ADHS") is authorized by A.R.S. § 36-601.01(G)(10) to delegate to a political subdivision of this state any functions, powers or duties under the Smoke-Free Arizona Act. ADHS is authorized by A.R.S. § 36-136(D) to delegate to a local health department, county environmental department, or public health services district any functions, powers, or duties that the ADHS Director ("**Director**") believes can be competently, efficiently, and properly performed by the local health department, county environmental department, or public health services district.

Apache County ("**County**") is a political subdivision of this state. See A.R.S. §§ 11-103 and 38-382. As a political subdivision of this state, Apache County, through its County Public Health Services District, may carry out delegated functions, powers, and duties on behalf of ADHS. See A.R.S. §§ 36-136(D), 36-182, 36-601.01(G)(10) and 41-1001(7).

A.R.S. § 11-201(A)(3) authorizes the Apache County Board of Supervisors to enter into contracts as necessary to assist the County in exercising its powers.

Therefore, the Director delegates to the County, and the County agrees to accept and perform the functions, powers, and duties described in Appendix B, in accordance with the terms and conditions of this Delegation Agreement ("**Agreement**"). The functions, powers, and duties to be retained by ADHS are described in Appendix B.

1. RECORDS AND INSPECTIONS:

- 1.1. The County agrees to retain all records and data related to the delegated functions, powers, and duties identified in Appendix B.
- 1.2. The County agrees to retain all records and data according to the Arizona State Library, Archives and Public Records, General Records Retention Schedule for All State and Local Agencies for Environmental Quality, Health, Management and Sustainability Records. See <http://apps.azlibrary.gov/records/general.aspx> for more information.
- 1.3. All records are subject to inspection and audit by the ADHS' Office of Environmental Health ("**OEH**"). Upon receiving a request for records from OEH, the County agrees to produce a legible copy of any or all such records as requested to OEH within five (5) business days of receiving the OEH records request.

DELEGATION AGREEMENT

No. AGR2017-041

- 1.4. An OEH representative, after providing prior notice to the County, may accompany County representatives on inspection related to delegated functions and review all County records related to delegated functions, powers, and duties identified in Appendix B.
- 1.5. A County representative, after providing prior notice to OEH, may request to accompany an OEH representative on an OEH inspection for the purposes of training, information sharing, or to coordinate County and OEH actions related to delegated functions, powers, and duties identified in Appendix B.

2. ENFORCEMENT ACTIONS:

- 2.1. The County, when exercising enforcement related to delegated functions, powers, and duties, shall comply with all applicable state statutes and rules identified in Appendix B.
- 2.2. The County shall be responsible for enforcement actions for those functions, powers, and duties identified in Appendix B.
- 2.3. The County shall respond to public nuisances dangerous to public health, as specified in A.R.S. § 36-601(A), and which falls under the County's delegated functions, powers, and duties identified in Appendix B. The OEH retains the authority to also respond to public nuisances dangerous to the public health. Unless a public nuisance dangerous to public health exists, no enforcement actions on a delegated function will be initiated by the OEH until the County has received notice of a violation from OEH and the County has had five (5) business days after receipt of the OEH notice of violation to initiate an enforcement action.
- 2.4. The County shall be responsible for the following:
 - 2.4.1. Food Safety and General Sanitation Control:
See Appendix B.
 - 2.4.2. Pure Food Control:
The County shall administer and enforce the provisions of A.R.S. §§ 36-901 through 36-916 which prohibits the manufacture, sale, holdings or delivery of adulterated and misbranded foods. Where adulterated or misbranded food is manufactured, sold, held, or delivered from or within the County, and no portion of such manufacture sale, holding, or delivery occurs within any other county of the state, the County may take enforcement action without first notifying OEH. However, if any portion of the manufacture, sale, delivery, holding, or offering for sale of adulterated or misbranded food occurs within any other county of the state, no enforcement action shall be initiated by the County until after OEH has received a notice of violation and has five (5) business days from the date the notice was received to initiate an enforcement action. The County shall, within 24 hours of identifying an emergency case, provide notice of violation to the OEH of the nature and extent of the violation of state statutes or rule relating to adulterated or misbranded foods, and shall provide additional information as OEH may require. See Appendix B.

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2.4.3. Smoke-Free Arizona Act:

County shall be responsible for the education, inspections, investigations, complaint responses and appropriate enforcement actions for the Smoke-Free Arizona Act according to delegated functions, powers, and duties identified in Appendix B. See Appendix B.

3. **FEES AND CIVIL PENALTIES:**

The County is authorized to collect fees and assess civil penalties by: A.R.S. §§ 36-183.04; 36-183.05; 36-187; and 36-602. The County is also authorized to collect fees and assess civil penalties for delegated functions, powers, and duties under this Agreement, if such authority is included in the laws and rules identified in Appendix B.

4. **QUALIFICATIONS OF PERSONNEL:**

- 4.1. A County representative exercising delegated functions, powers, and duties identified in Appendix B with regard to Food and General Sanitation Control and Pure Food Control shall be an Arizona Registered Sanitarian authorized by A.R.S. § 36-136.01 or an unregistered individual that prepares and submit inspection reports to an Arizona Registered Sanitarian. Individuals that are not registered sanitarians shall not approve or disapprove the operation of a food establishment.
- 4.2. A County representative exercising delegated functions, powers, and duties identified in Appendix B with regard to the Smoke-Free Arizona Act, shall meet County personnel rules.

5. **STANDARDS OF PERFORMANCE AND REPORTING:**

- 5.1. The County's performance of delegated functions under the Agreement shall be in accordance with state statues and rules identified in Appendix B and inspections for:
 - 5.1.1. Food establishments shall be inspected at least once every six months or at a frequency outlined in section 8-401.10 and 8-401.20 of the food code.
 - 5.1.2. Semi-public bathing places shall occur at least once each calendar year and public swimming pools shall be inspected at least once each month that the public swimming pool is open for water contact recreation.
 - 5.1.3. Public schools shall occur at least once each calendar year.
- 5.2. Unregistered individuals conducting food safety inspections shall receive food code training or have completed the Food and Drug Administration's Voluntary National Retail Food Regulatory Program Standards Standard 2 prerequisite training curriculum prior to conducting independent retail food inspections.
- 5.3. The County shall provide annually a:
 - 5.3.1. Food and General Sanitation Annual Report to the OEH Food Safety & Environmental Services Section, using the form provided in Appendix C, by September 1; and

DELEGATION AGREEMENT
No. AGR2017-041

5.3.2. Smoke-Free Arizona Annual Report to the OEH Smoke-Free Arizona Section, using the form provided in Appendix D, by May 10.

6. TERMINATION:

- 6.1. This Agreement may be terminated in whole or in part by the Director or the County, effective ninety (90) calendar days after either the Director or the County provides written notice of termination by certified mail to the other.
- 6.2. The County, prior to the termination of all or part of this Agreement, shall forward to the Director:
 - 6.2.1. A list and summary of the functions, powers, and duties the County is terminating;
 - 6.2.2. All pending complaints and enforcement actions received by the County for those functions, powers, and duties being terminated;
 - 6.2.3. The Smoke-Free Arizona Annual Report, identified in Appendix D, updated from the date of the last Smoke-Free Arizona Annual Report submitted to the Department for analyzing Smoke-Free Arizona activities to enforce this law, including all complaints and education outreach and enforcement activities by the County;
 - 6.2.4. A list of names of the persons and regulated facilities affected by the termination and to whom notification of termination was sent; and
 - 6.2.5. All records retained according to Section (A)(2).
- 6.3. The provisions of A.R.S. § 38-511 are incorporated herein by reference.

7. AMENDMENTS:

This Agreement may be amended by mutual approval of both the Director and the County by executing and filing a written amendment signed by both the Director and the County containing the desired modifications as required in A.R.S. § 41-1081.

8. DISPUTES:

- 8.1. Pursuant to A.R.S. § 12-1518, the Director and the County agree to use arbitration specified in A.R.S. § 12-133, should a dispute under this Agreement occur which cannot be resolved by the Director and the County.
- 8.2. In the event of a dispute between the Director and the County under this Agreement, the OEH or the County with who a matter in dispute is claimed will:
 - 8.2.1. Provide to the other a written notice of the matter in dispute and intent to resolve the matter in dispute, including a notice of proposed meeting to discuss and resolve the matter in dispute.
 - 8.2.2. After the meeting to resolve the matter in dispute, the OEH and County will implement the resolution agreed to by the OEH and the County within 10 business day of the date-of-the-meeting; unless during the meeting, the OEH and County agreed to extend the period needed for resolution.

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No. AGR2017-041**

8.2.3. If after the meeting, a resolution is not reach between the OEH and the County, the matter in dispute shall be resolved through the use of arbitration as stated in subsection 3.

8.3. In the event that the dispute between the Director and the County identified in subsection 2 is not resolved, the Director or the County with who a matter in dispute is claimed, shall provide to the other notice of intent to seek resolution through arbitration. The Director or the County with who a matter in dispute is claimed shall proceed with arbitration as specified in A.R.S. § 12-133.

9. TERM OF AGREEMENT:

This Agreement is effective July 1, 2017 and the termination date of this Agreement is June 30, 2032. In the event a new Agreement is not executed by the termination date, the Agreement may be extended by executing requirements in Section G by mutual agreement by filing an amendment in accordance with the provisions of A.R.S. § 41-1081.

ARIZONA DEPARTMENT OF HEALTH SERVICES

DIRECTOR

DATE

APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT

DIRECTOR

DATE

COUNTY BOARD OF SUPERVISORS

CHAIRMAN

DATE

ATTEST

CLERK OF THE BOARD

DATE

DELEGATION AGREEMENT
No. AGR2017-041
APPENDIX A

PRIMARY CONTACT PERSONS

1. The name and address of the primary contact person for the County is:

Chris Sexton
Public Health Director
Apache County Public Health Services District
79 West Cleveland Street
St. Johns, AZ 85936
P.O. Box 697
St. Johns, AZ 85936
928.337.7607

2. The name and address of the primary contact person for the ADHS is:

Eric Thomas, Chief
Office of Environmental Health
Arizona Department of Health Services
150 N. 18th Avenue, Suite 140
Phoenix, Arizona 85007
602.364.0929

DELEGATION AGREEMENT
No. AGR2017-041
APPENDIX B

1. COUNTY DELEGATED RESPONSIBILITIES:

Delegated Functions and Duties	Applicable Statutes and Rules
Swimming Pools and Bathing Places	A.R.S. § 36-132(A)(12). A.A.C. Title 9, Chapter 8, Article 8.
Children's Camps	A.R.S. §§ 36-3901 through 36-3915 (<i>formerly 8-551 through 8-568</i>) and 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 4.
Food Establishments except for: county jails, county juvenile detention centers, state prisons, and behavioral health facilities.	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 1.
Public Nuisance Responses	A.R.S. §§ 36-136(A)(6) and 36-601.
Public School Sanitation	A.R.S. § 36-136(A)(6). A.A.C. Title 9, Chapter 8, Article 7.
Pure Food Control Investigations	A.R.S. §§ 36-901 through 36-916.
Smoke-Free Arizona	A.R.S. § 36-601.01 A.A.C. Title 9, Chapter 2, Article 1.

- 2. ADHS RETAINS** inspections for bottled water, camp grounds, hotels and motels, public toilet facilities, trailer coach parks, food establishments at county jails, county juvenile detention centers, state prisons, and behavioral health facilities not delegated to the County described in Subsection (A).

DELEGATION AGREEMENT

No. AGR2017-041

APPENDIX C

FOOD AND GENERAL SANITATION ANNUAL REPORT FORM

Jurisdiction: _____ Fiscal Year: _____

Food Program Activity Categories	Complex	Moderate	Limited	Totals
Current Number of Food Establishments				
Number of Routine Inspections				
Number of Re-inspections				
Number of Pre-Operational Inspections Performed				
Number of Food borne Illness (FBI) Complaints Evaluated/Investigated				
Number of Non-FBI Complaints Evaluated/Investigated				
Number of Compliance Proceedings (Conferences, Hearings, Court)				
Number of Food Items Detained/Embargoed "Pounds"				
Number of Temporary Food Establishment Inspections Performed				

Sanitation Inspections and Other Programs	Number of Facilities	Number of Inspections	Number of Complaint Investigations	Number of Enforcement Actions
Public & Semipublic Bathing Places				
Trailer Coach Parks				
Public School Grounds				
Camp Grounds				
Children's Camps				
Public Accommodations				
Bottled Water				

Total number of Registered Sanitarians in the Food Safety Program: _____

Total number of Sanitarian Aides in the Food Safety Program: _____

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No. AGR2017-041

APPENDIX D

SMOKE-FREE ARIZONA ANNUAL REPORT FORM

Jurisdiction: _____ Fiscal Year: _____

Smoke-Free Arizona Activity Categories:	Individual s ¹	Public Buildings 2	Places of Employment 3	Retail Food 4	Other 5	Total s
Number of Complaints ^A (one category only)						
Number of Complaint Inspections ^B						
Number of Notice of Violations Issued ^C						
Number of Enforcement Referrals to ADHS ^D						
Number of Compliance Proceedings ^E						
Fines Assessed ^F						

A: Indicate the total number of complaints received from each category between May 1st [Year] and April 30th [Year].

B: Indicate the number of inspections/investigations conducted on-site with regards to the allegations made in the complaint. Complaint inspections do not include letters or phone calls made to the proprietor.

C: Indicate the total number of notices of violations issued. The notice of violation may or may not include an assessment of fines. Do not include the number of inspections reports or letters notifying the proprietor that a complaint has been filed.

D: Indicate the total number of establishments being referred to ADHS for enforcement.

E: Indicate the total number of compliance proceedings, this include hearings and meetings with the proprietor (and/or his representative) following the issuance of the notice of violations

F: Indicate the total amounts of money received for fines or settlements.

1: Used only for a report of violation regarding an individual who did not stop smoking when asked to quit smoking in a non-smoking area. This category is unlikely to be used.

2: Includes airport facilities, stadium, auditoriums, theaters, banks, city/county/state buildings, and similar establishments open to the general public.

3: Includes private offices or other businesses where the general public is not usually invited.

4: Includes all types of retail food establishments such as bars, restaurants grocery stores, etc. For example, a convenience store may be included in this category if this establishment has a food permit.

5: Includes all other establishments, locations, areas or spaces not defined in the categories listed above. For example, outdoor areas, courtyards, parks, bus stops, spaces lacking a physical structure, and Federal/Tribal land.

Smoke-Free Arizona Program Educational Services:	Totals
Number of Presentations (Group Events) ^A	
Number of Participants/Audience (Group Events) ^B	
Number of Consultations/Counseling Provided ^C	
Number of Media Contacts ^D	

A: Indicate the total number of presentations made between May 1st [Year] and April 30th [Year]. This category includes workshop, seminar, conference and other presentations for a group of people.

B: Indicate the total number of participants attending all the events mentioned in A. For consistency purposes, the following information should be documented at the county for each group event: *Name of the event, Date of the event, Location of the event, Title of the presentation, Number of participants/audience.*

Group Event Example: *Annual Conference; May 15-16, [Year]; Conference Center; Title of the presentation: "Understanding the Smoke-Free Arizona Act;" and*

Audience: 40 participants at the event.

C: Indicate the total number consultations and counseling made between May 1st [Year] and April 30th [Year]. Consultations and counseling include routine inspections at food establishments when education is provided with regards to the Smoke-Free Arizona Act, on-site visits to businesses, meeting with business owners, etc. Consultation and counseling does not include information provided to the general public or a business owner over the phone about a general question on the Smoke-Free Arizona Act. For consistency purposes, the consultation should be documented (inspection report, logbook, daily planner, narrative, Email etc.) at the county. It should be related to a specific establishment with the date of the visit/meeting, and the name of the person who received the consultation.

D: Indicate the number of requests between May 1st [Year] and April 30th [Year] coming from the media (television, radio, newspaper) about the Smoke-Free Arizona program. This also includes contacts with the Public Information Officer or anyone else in your county.

**DELEGATION AGREEMENT
No. AGR2017-041
LETTER OF DETERMINATION**

DELEGATION AGREEMENT NO. _____

The Office of the County Attorney has determined that the Delegation Agreement made between the:

ARIZONA DEPARTMENT OF HEALTH SERVICES

AND THE

APACHE COUNTY

is in proper form and is within the powers and authority granted under the laws of Arizona to the County Board of Supervisors (ref. A.R.S. § 11-201).

TYPED NAME OF COUNTY ATTORNEY

BY

SIGNATURE OF COUNTY ATTORNEY/DESIGNEE

TYPED TITLE OF SIGNATORY

DATE

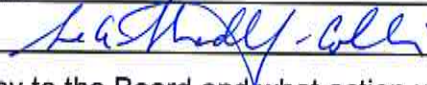
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: May 25, 2017



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

Discussion and possible approval of community representatives, proposed budget, and Strategic Planning Process for the Greer Memorial Library.

BOS Meeting Date Requested: June 6, 2017

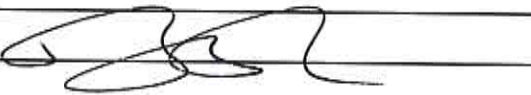
PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature



Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Beth Bond

From: SueAn Stradling-Collins
Sent: Tuesday, May 30, 2017 3:39 PM
To: Beth Bond
Subject: FW: agenda item

Here is Joe okay.

SueAn Stradling-Collins
Library Director
Apache County Library District
P.O. Box 2760
30 South 2nd West
St. Johns, AZ 85936

928-337-4923
Fax 928-337-3960

Come Read with Us!



We work to make our best better.

From: Joe Young
Sent: Thursday, May 25, 2017 11:19 AM
To: SueAn Stradling-Collins
Subject: RE: agenda item

Yup, no issues with that. I'll sign at agenda review.

From: SueAn Stradling-Collins [<mailto:scollins@co.apache.az.us>]
Sent: Thursday, May 25, 2017 11:16 AM
To: Joe Young
Subject: agenda item

Joe,

This is the strategic planning packet for Greer. Numbers and names are different, but the packet is the same as the ones you have seen before.

SueAn Stradling-Collins
Library Director
Apache County Library District
P.O. Box 2760
30 South 2nd West
St. Johns, AZ 85936

Beth Bond

From: SueAn Stradling-Collins
Sent: Tuesday, May 30, 2017 3:41 PM
To: Dr. Joe Shirley; Doyel Shamley; Alton Shepherd
Cc: Beth Bond
Subject: Pros and Cons of Strategic Planning

Supervisors Shirley, Shamley, and Shepherd,

- Quite frequently, the Library District will have items dealing with strategic planning for the individual libraries.
- There are two times in the process that we approach the board.
 - The first is part of the planning process when we request approval of the committee representatives, budget, and the process so as to proceed.
 - We strive to create a committee that includes a wide representation of community members
 - The budget includes supplies and food for the two meetings to be held
 - The proposed budget is generally from \$500 to \$700
 - These monies are included in our annual budget
 - The second time we approach the board is after the process is complete and the strategic plan has been created. We ask for approval of this plan.

At the last board meeting, the board approved the Strategic Plan for the Alpine Public Library.

The current item is to approve the committee, budget, and process for the **Greer Memorial Library**.

The pros and cons are the same and will continue to be similar for all libraries.

Pros

- Community (taxpayers) input
- Catalyst for greater community interaction
- Greater accountability to the taxpayer
- Opportunity to forge alliances with community
- More cost effective programming and services because they are aligned with community needs and interests
- No new monies, just reallocation of what is already in the budget

Cons

- Perception that the Library is not taking the taxpayer into consideration
- Possibly not meeting the needs of patrons
- Fiscally less responsive to community needs
- Diminished communication and collaboration between District and community

SueAn Stradling-Collins
Library Director

Apache County Library District

P. O. Box 2760 30 South 2nd West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax

STRATEGIC PLANNING FOR RESULTS **PUBLIC LIBRARY PLANNING OUTLINE**

WHY:

The strategic planning process:

1. assumes that an organization operates within a dynamic environment and wants to be responsive to change;
2. assumes that excellence is defined locally;
3. provides the basis for determining whether library staff time, the types and number of materials purchased, the utilization of library space, and computer technology should be allocated differently.

WHAT:

We will use the standard public library planning process, *Strategic Planning for Results*, as the framework for developing the library plan. This process is a collaborative effort between community residents and staff.

A planning committee, made up of community members who live and work within the library's service area and who represent various constituencies, will help the library identify the community's needs. Then, the planning committee will select and recommend preliminary library service responses to address the identified needs.

Library staff will apply their knowledge and experience to assess any potential consequences of making the preliminary service responses the library's priorities. They will also consider whether the library is suited to address an identified need.

During the second planning committee meeting, the library manager will summarize her assessment of the preliminary service responses. The facilitator will then provide in-depth information about each service response that is still under consideration. Following a discussion, the planning committee will select and prioritize the final service responses.

Apache County Library District

P. O. Box 2760 30 South 2nd West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax

Within a month, the facilitator will guide staff through the process of considering and then writing measurable goals and objectives to implement the library service responses and priorities decided upon by the planning committee. The following month, the library manager will write the strategic plan which will be submitted to the Board of Supervisors for final approval.

WHEN:

The whole process will take approximately seven months. The emphasis will be on implementation and not on planning as an end in itself. The process is projected to begin in June 2017.

WHO:

Susan Kulbacki, Library Manager for the Greer Memorial Library, has identified community members willing to serve on the library planning committee. Tamara Applegate, Vernon Public Library Manager, will facilitate committee meetings and Jaymie Lewis-Smith, Apache County Library District, will work with staff to assess service responses and develop goals and objectives. Susan Kulbacki will also compose the strategic planning document to submit to the Board.

Apache County Library District

P. O. Box 2760 30 South 2nd West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax

TIMELINE:

Planning committee meeting

June 23, 2017

9:00 a.m. – 3:00 p.m.

Greer Memorial Library

Planning committee meeting

August 4, 2017

9:00 a.m. – 3:00 p.m.

Greer Memorial Library

Library staff writes goals and objectives

September 2017

Library manager writes Strategic Plan

October-November 2017

Plan submitted to Board of Supervisors for approval

December 2017

Upon obtaining Board approval implement plan

December 2017

Community Organizations and Groups for Strategic Planning For AV Greer Memorial Library

Businesses/ Chambers of Commerce/ Economic Development Organizations

Janet Pegnam – Real Estate and Art Gallery Owner

Alma Gallegos – Janitorial Services

Dick Martin – Retired from Tech Business

Community Services Organizations/ Associations/ Clubs

Tina Phillips – President of Friends of the Greer Library

Educational Organizations

Pauline Turke – Retired Special Education Teacher

Kay Wild – Retired High School Science Teacher

Ethnic Organizations

Family Service Organizations

Financial Representatives

Government/ Political Representatives

Mark Wade – Greer Fire Chief

Sharon Nelson – Retired Federal Government

Health Organizations

Jane Shupak – Nurse

Legal Organizations

Library Representatives

Media Representatives

Organizations Serving the Disabled

Professional Groups

Religious Groups

Greer Chapel – Pastor Robert Tolliver

Senior Centers/ Service Organizations

Kathleen Tyryfter – Co-founder of Non-Profit Dog Therapy Program

Teen Representative

Youth Services Organizations

Veterans

Fred Heaslett

**Strategic Planning Budget for A V Greer Memorial Public Library
Friday, June 23, 2017 and Fri, August 4, 2017**

Food

Friday, June 23, 2017

	Quantity	Cost	Total
Coffee small Yuban Dark Roast	1	\$5.00	\$5.00
Half/Half pint	1	\$2.69	\$2.69
Sweet and Low, 100 packets	1	\$2.18	\$2.18
Assorted pastries, 10 count	1	\$6.00	\$6.00
Mini Muffins, 12 count	2	\$3.99	\$7.98
Bottled Water 24/pk	2	\$3.98	\$7.96
Juices, 6 pack	4	\$3.98	\$15.92
Canned soda 12/pk	2	\$3.98	\$7.96
Tea large bottle	1	\$4.00	\$4.00
Ice – 20 lb	1	\$4.00	\$4.00

Catered lunch, 16 people

Molly Butler's (sandwich, side & chips)	16	\$9.00	\$144.00 (no tax)
Yogurt Cups	16	\$0.50	\$8.00
Cookies	1	\$6.00	\$6.00
		tax	\$7.77

Total Food Friday, June 23rd

\$229.46

Friday, August 4th, 2017

Half/Half pint	1	\$2.69	\$2.69
Assorted pastries, 10 count	1	\$6.00	\$6.00
Mini Muffins, 12 count	1	\$3.99	\$3.99
Bottled water 24/pk	2	\$3.98	\$7.96
Juices, 6 pk	4	\$3.98	\$15.92
Canned soda 12/pk	2	\$3.98	\$7.96
Tea, large bottle	1	\$4.00	\$4.00
Ice – 20 lb	1	\$4.00	\$4.00

Catered lunch for 16 people

Molly Butler's (sandwich, side & chips)	16	\$9.00	\$144.00 (no tax)
Fruit Bowl, assorted	1	\$12.00	\$12.00
Cake ¼ Sheet cake that says "Thank you"	1	\$20.00	\$20.00
		tax	\$8.45

Total Food Friday, August 4th, 2017

\$236.97

Food Supplies

Cutlery Sets 40 pieces	2	\$1.99	\$3.98
Dinner Paper Plates, 48 party	1	\$3.50	\$3.50
Small Paper Plates, 48 party	1	\$3.25	\$3.25
Napkins, 40 premium	1	\$1.99	\$1.99
Coffee cups, 50 pack	1	\$3.50	\$3.50
		tax	\$1.62

Total Food Supplies

\$17.84

Grand Total Lunches and Snacks

\$484.27

**Strategic Planning Vendor Bid for A V Greer Memorial Public Library
Friday, June 23, 2017 and Friday, August 4, 2017**

Option #1	Quantity	Cost per item	Total
Avery's Bar-B-Q 262 W Main Street Springerville, AZ 85938 928-333-1111			
Bar-B-Q Sandwich with side No Delivery	16	\$8.50 tax	136.00 <u>13.60</u> \$149.60
Option #2			
Subway 830 E Main Street Springerville, AZ 85938 928-333-5544			
5 foot-long Platter cut in 3" Subway Potato Chips No Delivery	2 16	\$40.00 \$1.20 tax	80.00 19.20 <u>9.92</u> \$109.12
Option #3			
Safeway Grocery Store 203 S Mountain Avenue Springerville, AZ 85928 928-333-4165			
Croissant Sandwich Plate Vegie and Hummus Tray Fruit Platter No Delivery	12-16 12-16 12-16	\$39.99 \$24.99 \$29.99 tax	39.99 24.99 29.99 <u>9.50</u> \$104.47
Option #4			
Molly Butler Lodge 109 Main Street P O Box 134 Greer, AZ 85927 928-735-7226			
Cold Sandwich Variety Platter (ham, turkey & tuna) Garnish separate with condiments platter 1 Side (pasta , macaroni or potato salad) Small Chips Delivery	16	\$9.00 no tax	<u>144.00</u> \$144.00

**Strategic Planning Budget for A V Greer Memorial Public Library
Friday, June 23, 2017 and Friday, August 4, 2017**

Office Supplies

Postage for mailing 25 sheets in clasp envelope	14@\$2.00	\$28.00
Quill Standard Ruled pad 8 1/2" x 11" wide rule, white	1 pkg of 12	\$7.99
Quill Clasp Envelopes - 9"x12"	1 pkg	\$17.99
Pilot G2 Retractable Gel Ink Pens, fine, black ink	1 pkg of 12	\$15.49
Copy Paper, white	2 reams	\$6.99
Total Office Supplies and Postage		\$76.46*

*some amounts might need adjustments for current prices and some might be in stock in the district

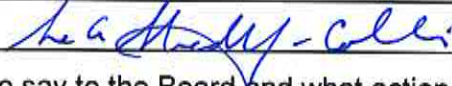
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: May 25, 2017



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

Discussion and possible approval of the creation of a custodian position (24 hr.) range 18, at \$10.00 per hr. Request approval to fill the position.

BOS Meeting Date Requested: June 6, 2017

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

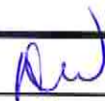
Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Proposed Janitorial Schedule for 2017-2018

LIBRARY	DAY OF WEEK	CLEANING HRS	DRIVING TIME	ASSIGNED STAFF
Alpine Public Library	Friday	1 hr	1 hr	New Hire
Round Valley Public Library	Mon/Wed/Fri	6 hrs	3 hrs	New Hire
St. Johns Public Library	Mon/Wed/Sat	6 hrs	0	New Hire
Administration Office	Saturday	1 hr	0	New Hire
Sanders Public Library	Saturday	2 hrs	2 hrs	New Hire
Supply Management		2 hrs	0	New Hire
Total Hrs: 24		18 hrs	6 hrs	
Concho Public Library	Thursday	1 hr 15 min	45 min	Dale Hoyt
Greer Memorial Library	Monday	45 min	1 hr 15 min	Dale Hoyt
Vernon Public Library	Wednesday	2 hrs	0	Dale Hoyt
Supply Management		2 hrs	0	Dale Hoyt
Total Hrs: 8		6 hrs	2 hrs	

**Proposed Creation of a Janitorial Position for the Library District and
Increased Hours of the Facilities and Construction Supervisor**

Pros

- **Savings of approximately \$20,000**
 - **Currently paying contractor \$61,380**
 - **New hire - \$28,035**
 - **Increase for supervisor - \$8,899**
 - **Gasoline and wear on vehicles – approximately \$4,000**
- **No additional costs for cleaning supplies as we already supply those**
- **Create a new position – employment opportunity in the County**
- **More control over the quality of cleaning**

Cons

- **Wear on vehicles**
- **Finding a qualified candidate**
- **Coverage on District's part if the janitor is out**

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: May 25, 2017 *SueAn Stradling-Collins*

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 increase the hours of Dale Hoyt, Facilities and Construction Supervisor, from 32 hr. to 40 hr. at a cost of eight thousand, eight hundred and ninety-nine dollars and thirty-two cents (\$8,899.32). This increase in hours is needed to train and supervise new hire as well as take on the cleaning of various libraries. The estimated savings with the new hire and the increased hours is approximately \$20,000.

BOS Meeting Date Requested:

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials *AW*

Proposed Janitorial Schedule for 2017-2018

LIBRARY	DAY OF WEEK	CLEANING HRS	DRIVING TIME	ASSIGNED STAFF
Alpine Public Library	Friday	1 hr	1 hr	New Hire
Round Valley Public Library	Mon/Wed/Fri	6 hrs	3 hrs	New Hire
St. Johns Public Library	Mon/Wed/Sat	6 hrs	0	New Hire
Administration Office	Saturday	1 hr	0	New Hire
Sanders Public Library	Saturday	2 hrs	2 hrs	New Hire
Supply Management		2 hrs	0	New Hire
Total Hrs: 24		18 hrs	6 hrs	
Concho Public Library	Thursday	1 hr 15 min	45 min	Dale Hoyt
Greer Memorial Library	Monday	45 min	1 hr 15 min	Dale Hoyt
Vernon Public Library	Wednesday	2 hrs	0	Dale Hoyt
Supply Management		2 hrs	0	Dale Hoyt
Total Hrs: 8		6 hrs	2 hrs	

**Proposed Creation of a Janitorial Position for the Library District and
Increased Hours of the Facilities and Construction Supervisor**

Pros

- **Savings of approximately \$20,000**
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 - **Gasoline and wear on vehicles – approximately \$4,000**
- **No additional costs for cleaning supplies as we already supply those**
- **Create a new position – employment opportunity in the County**
- **More control over the quality of cleaning**

Cons

- **Wear on vehicles**
- **Finding a qualified candidate**
- **Coverage on District's part if the janitor is out**

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature:

[Handwritten Signature] 5/30/17

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

Request approval of demands as distributed to the Apache County Board of Supervisors between May 16, 2017 to June 6, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

[Handwritten Initials]

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054351	05/16/2017	Accounts Payable	HEAP, KLINT	159.95
Open	NBAZ - Warrant Clearing Account	Check	1054352	05/16/2017	Accounts Payable	STRADLING, REED D	159.95
Open	NBAZ - Warrant Clearing Account	Check	1054353	05/16/2017	Accounts Payable	WILKINS, LANE	159.95
Open	NBAZ - Warrant Clearing Account	Check	1054383	05/16/2017	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	1,173.41
Open	NBAZ - Warrant Clearing Account	Check	1054384	05/16/2017	Accounts Payable	APACHE COUNTY FSA	367.70
Open	NBAZ - Warrant Clearing Account	Check	1054385	05/16/2017	Accounts Payable	APACHE COUNTY HSA	2,863.33
Open	NBAZ - Warrant Clearing Account	Check	1054386	05/16/2017	Accounts Payable	APACHE COUNTY MEDICAL	153,270.35
Open	NBAZ - Warrant Clearing Account	Check	1054387	05/16/2017	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	131,371.37
Open	NBAZ - Warrant Clearing Account	Check	1054388	05/16/2017	Accounts Payable	ASRS LEGACY EORP	1,089.96
Open	NBAZ - Warrant Clearing Account	Check	1054389	05/16/2017	Accounts Payable	AZ DEPT OF REVENUE	53.08
Open	NBAZ - Warrant Clearing Account	Check	1054390	05/16/2017	Accounts Payable	AZ STATE RETIREMENT SYSTEM	90,327.40
Open	NBAZ - Warrant Clearing Account	Check	1054391	05/16/2017	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	222.00
Open	NBAZ - Warrant Clearing Account	Check	1054392	05/16/2017	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1054393	05/16/2017	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,256.35
Open	NBAZ - Warrant Clearing Account	Check	1054394	05/16/2017	Accounts Payable	CORRECTIONS OFFICER RET PLAN	6,336.30
Open	NBAZ - Warrant Clearing Account	Check	1054395	05/16/2017	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,448.67
Open	NBAZ - Warrant Clearing Account	Check	1054396	05/16/2017	Accounts Payable	EODCRS DISABILITY	18.42
Open	NBAZ - Warrant Clearing Account	Check	1054397	05/16/2017	Accounts Payable	EORP LEGACY	1,288.26
Open	NBAZ - Warrant Clearing Account	Check	1054398	05/16/2017	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1054399	05/16/2017	Accounts Payable	NATIONWIDE	1,830.00
Open	NBAZ - Warrant Clearing Account	Check	1054400	05/16/2017	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	1,030.62
Open	NBAZ - Warrant Clearing Account	Check	1054401	05/16/2017	Accounts Payable	NATIONWIDE TRUST FSB	717.00
Open	NBAZ - Warrant Clearing Account	Check	1054402	05/16/2017	Accounts Payable	NEW MEXICO HUMAN SERVICES DEPT	185.50
Open	NBAZ - Warrant Clearing Account	Check	1054403	05/16/2017	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	7,744.21
Open	NBAZ - Warrant Clearing Account	Check	1054404	05/16/2017	Accounts Payable	PUBLIC SAFETY SHERIFF RET	41,042.55
Open	NBAZ - Warrant Clearing Account	Check	1054405	05/16/2017	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1054406	05/16/2017	Accounts Payable	SECURITY BENEFIT GROUP	650.00
Open	NBAZ - Warrant Clearing Account	Check	1054407	05/16/2017	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	2,793.76
Open	NBAZ - Warrant Clearing Account	Check	1054408	05/17/2017	Accounts Payable	24 HOUR GAS-N-GO	15.66
Open	NBAZ - Warrant Clearing Account	Check	1054409	05/17/2017	Accounts Payable	ACE AUTO INC	500.00
Open	NBAZ - Warrant Clearing Account	Check	1054410	05/17/2017	Accounts Payable	ALLREDS WESTERN WEAR	80.71
Open	NBAZ - Warrant Clearing Account	Check	1054411	05/17/2017	Accounts Payable	ALPINE WATER AND SANITARY	67.89
Open	NBAZ - Warrant Clearing Account	Check	1054412	05/17/2017	Accounts Payable	ALSCO INC	619.35
Open	NBAZ - Warrant Clearing Account	Check	1054413	05/17/2017	Accounts Payable	AMIGO CHEVROLET	256.73
Open	NBAZ - Warrant Clearing Account	Check	1054414	05/17/2017	Accounts Payable	APACHE COUNTY	134.69
Open	NBAZ - Warrant Clearing Account	Check	1054415	05/17/2017	Accounts Payable	ARCHER MANUFACTURING	2,280.00
Open	NBAZ - Warrant Clearing Account	Check	1054416	05/17/2017	Accounts Payable	ARIZONA LAW ENFORCEMENT RADAR TECHNOLOGY	629.79
Open	NBAZ - Warrant Clearing Account	Check	1054417	05/17/2017	Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC	600.00
Open	NBAZ - Warrant Clearing Account	Check	1054418	05/17/2017	Accounts Payable	ARVISO, GILBERT C	21.00
Open	NBAZ - Warrant Clearing Account	Check	1054419	05/17/2017	Accounts Payable	ASHLEY, EILEEN T	63.14
Open	NBAZ - Warrant Clearing Account	Check	1054420	05/17/2017	Accounts Payable	ASHTONS REPAIR INC	45.00
Open	NBAZ - Warrant Clearing Account	Check	1054421	05/17/2017	Accounts Payable	ASPEN TIRE & OIL	70.73
Open	NBAZ - Warrant Clearing Account	Check	1054422	05/17/2017	Accounts Payable	AT&T	39.43
Open	NBAZ - Warrant Clearing Account	Check	1054423	05/17/2017	Accounts Payable	AT&T MOBILITY	139.02

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054424	05/17/2017	Accounts Payable	ATTAKAI, LUCINDA L	107.26
Open	NBAZ - Warrant Clearing Account	Check	1054425	05/17/2017	Accounts Payable	AZ ASSN OF COUNTIES	12,478.87
Open	NBAZ - Warrant Clearing Account	Check	1054426	05/17/2017	Accounts Payable	AZ DEPT OF CORRECTIONS	229.62
Open	NBAZ - Warrant Clearing Account	Check	1054427	05/17/2017	Accounts Payable	AZ DEPT OF REVENUE	1,690.22
Open	NBAZ - Warrant Clearing Account	Check	1054428	05/17/2017	Accounts Payable	AZ SCHOOL BOARDS ASSN	25.00
Open	NBAZ - Warrant Clearing Account	Check	1054429	05/17/2017	Accounts Payable	AZ SUPREME COURT	1,250.00
Open	NBAZ - Warrant Clearing Account	Check	1054430	05/17/2017	Accounts Payable	BASHAS' CORPORATE OFFICE	485.66
Open	NBAZ - Warrant Clearing Account	Check	1054431	05/17/2017	Accounts Payable	BAUMAN HOME AND AUTO INC	1,805.92
Open	NBAZ - Warrant Clearing Account	Check	1054432	05/17/2017	Accounts Payable	BEGAY, BERNICE	137.00
Open	NBAZ - Warrant Clearing Account	Check	1054433	05/17/2017	Accounts Payable	BEVINGTON, SHANE E	108.00
Open	NBAZ - Warrant Clearing Account	Check	1054434	05/17/2017	Accounts Payable	BLUE HILLS ENVIRONMENTAL	1,612.98
Open	NBAZ - Warrant Clearing Account	Check	1054435	05/17/2017	Accounts Payable	BOB BARKER COMPANY INC	173.12
Open	NBAZ - Warrant Clearing Account	Check	1054436	05/17/2017	Accounts Payable	BOND, BETH	441.71
Open	NBAZ - Warrant Clearing Account	Check	1054437	05/17/2017	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1054438	05/17/2017	Accounts Payable	BRIDES AUTO CENTER	4.00
Open	NBAZ - Warrant Clearing Account	Check	1054439	05/17/2017	Accounts Payable	BRISCOE-GEORGE, VALERIE	98.00
Open	NBAZ - Warrant Clearing Account	Check	1054440	05/17/2017	Accounts Payable	BURNHAM MORTUARY	395.00
Open	NBAZ - Warrant Clearing Account	Check	1054441	05/17/2017	Accounts Payable	CDW GOVERNMENT LLC	4,877.03
Open	NBAZ - Warrant Clearing Account	Check	1054442	05/17/2017	Accounts Payable	CELLULAR ONE NE AZ	1,054.53
Open	NBAZ - Warrant Clearing Account	Check	1054443	05/17/2017	Accounts Payable	CENGAGE LEARNING INC	38.92
Open	NBAZ - Warrant Clearing Account	Check	1054444	05/17/2017	Accounts Payable	CIRIVELLO, MICHAEL V	52.00
Open	NBAZ - Warrant Clearing Account	Check	1054445	05/17/2017	Accounts Payable	CNS BUSINESS FORMS INC	232.00
Open	NBAZ - Warrant Clearing Account	Check	1054446	05/17/2017	Accounts Payable	COPPER STATE BOLT & NUT CO	281.93
Open	NBAZ - Warrant Clearing Account	Check	1054447	05/17/2017	Accounts Payable	COUNTY MANAGERS ASSOCIATIONS OF ARIZONA	150.00
Open	NBAZ - Warrant Clearing Account	Check	1054448	05/17/2017	Accounts Payable	DAVID J MARTIN PLLC	1,578.75
Open	NBAZ - Warrant Clearing Account	Check	1054449	05/17/2017	Accounts Payable	DAVIS TRUE VALUE HARDWARE	51.24
Open	NBAZ - Warrant Clearing Account	Check	1054450	05/17/2017	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	69.60
Open	NBAZ - Warrant Clearing Account	Check	1054451	05/17/2017	Accounts Payable	DEDMAN, JOSEPH Junior	78.00
Open	NBAZ - Warrant Clearing Account	Check	1054452	05/17/2017	Accounts Payable	DELL COMPUTER CORPORATION	7,028.51
Open	NBAZ - Warrant Clearing Account	Check	1054453	05/17/2017	Accounts Payable	DEMATTEO, JOHN JOSEPH	51.00
Open	NBAZ - Warrant Clearing Account	Check	1054454	05/17/2017	Accounts Payable	DEMCO	126.78
Open	NBAZ - Warrant Clearing Account	Check	1054455	05/17/2017	Accounts Payable	DENNISON, ANDREW	414.00
Open	NBAZ - Warrant Clearing Account	Check	1054456	05/17/2017	Accounts Payable	DIAMOND C FEEDS	49.06
Open	NBAZ - Warrant Clearing Account	Check	1054457	05/17/2017	Accounts Payable	DIAMOND DRUGS INC	5,048.00
Open	NBAZ - Warrant Clearing Account	Check	1054458	05/17/2017	Accounts Payable	DIAMOND MEDICAL SUPPLY	46.04
Open	NBAZ - Warrant Clearing Account	Check	1054459	05/17/2017	Accounts Payable	DIRECTV LLC	83.63
Open	NBAZ - Warrant Clearing Account	Check	1054460	05/17/2017	Accounts Payable	E & E SERVICES INC	50.37
Open	NBAZ - Warrant Clearing Account	Check	1054461	05/17/2017	Accounts Payable	EAGAR, BRANNON	88.00
Open	NBAZ - Warrant Clearing Account	Check	1054462	05/17/2017	Accounts Payable	EARL, HELENE J	117.00
Open	NBAZ - Warrant Clearing Account	Check	1054463	05/17/2017	Accounts Payable	EARTH MOVER TIRE SALES INC	442.44
Open	NBAZ - Warrant Clearing Account	Check	1054464	05/17/2017	Accounts Payable	EASTERN ARIZONA COUNTIES ORGANIZATION EAC	6,000.00
Open	NBAZ - Warrant Clearing Account	Check	1054465	05/17/2017	Accounts Payable	ELLINGTON, DYLLIN RICK	20.00
Open	NBAZ - Warrant Clearing Account	Check	1054466	05/17/2017	Accounts Payable	ELWOOD, JULIUS	63.00
Open	NBAZ - Warrant Clearing Account	Check	1054467	05/17/2017	Accounts Payable	EMBASSY SUITES	146.34

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054468	05/17/2017	Accounts Payable	EMPIRE MACHINERY	8,834.18
Open	NBAZ - Warrant Clearing Account	Check	1054469	05/17/2017	Accounts Payable	ERNIES FIRE EXTINGUISHER	295.00
Open	NBAZ - Warrant Clearing Account	Check	1054470	05/17/2017	Accounts Payable	FERRELLGAS	100.02
Open	NBAZ - Warrant Clearing Account	Check	1054471	05/17/2017	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	237.21
Open	NBAZ - Warrant Clearing Account	Check	1054472	05/17/2017	Accounts Payable	FRONTIER	64.24
Open	NBAZ - Warrant Clearing Account	Check	1054473	05/17/2017	Accounts Payable	FRONTIER	70.17
Open	NBAZ - Warrant Clearing Account	Check	1054474	05/17/2017	Accounts Payable	FRONTIER	67.90
Open	NBAZ - Warrant Clearing Account	Check	1054475	05/17/2017	Accounts Payable	FRONTIER	922.26
Open	NBAZ - Warrant Clearing Account	Check	1054476	05/17/2017	Accounts Payable	FRONTIER	152.71
Open	NBAZ - Warrant Clearing Account	Check	1054477	05/17/2017	Accounts Payable	FRONTIER	154.16
Open	NBAZ - Warrant Clearing Account	Check	1054478	05/17/2017	Accounts Payable	FRONTIER	134.29
Open	NBAZ - Warrant Clearing Account	Check	1054479	05/17/2017	Accounts Payable	FRONTIER	161.61
Open	NBAZ - Warrant Clearing Account	Check	1054480	05/17/2017	Accounts Payable	FRONTIER	147.96
Open	NBAZ - Warrant Clearing Account	Check	1054481	05/17/2017	Accounts Payable	FRONTIER	93.33
Open	NBAZ - Warrant Clearing Account	Check	1054482	05/17/2017	Accounts Payable	FRONTIER	219.84
Open	NBAZ - Warrant Clearing Account	Check	1054483	05/17/2017	Accounts Payable	FRONTIER	726.00
Open	NBAZ - Warrant Clearing Account	Check	1054484	05/17/2017	Accounts Payable	GALL'S INC	1,358.68
Open	NBAZ - Warrant Clearing Account	Check	1054485	05/17/2017	Accounts Payable	GALLUP CUSTOM TINTING	400.65
Open	NBAZ - Warrant Clearing Account	Check	1054486	05/17/2017	Accounts Payable	GALLUP WATER WORKS	13.00
Open	NBAZ - Warrant Clearing Account	Check	1054487	05/17/2017	Accounts Payable	GENES FRAME & ALIGNMENT INC	2,529.65
Open	NBAZ - Warrant Clearing Account	Check	1054488	05/17/2017	Accounts Payable	GLAXO SMITHKLINE PHARMACY	1,043.10
Open	NBAZ - Warrant Clearing Account	Check	1054489	05/17/2017	Accounts Payable	GOLIGHTLY TIRE	10,080.76
Open	NBAZ - Warrant Clearing Account	Check	1054490	05/17/2017	Accounts Payable	GRAVES PROPANE CO INC	106.54
Open	NBAZ - Warrant Clearing Account	Check	1054491	05/17/2017	Accounts Payable	GREER, YVETTE L	275.61
Open	NBAZ - Warrant Clearing Account	Check	1054492	05/17/2017	Accounts Payable	GREER COMMUNITY FACILITIES	788.68
Open	NBAZ - Warrant Clearing Account	Check	1054493	05/17/2017	Accounts Payable	GRIMSLEY, DONALD J	780.00
Open	NBAZ - Warrant Clearing Account	Check	1054494	05/17/2017	Accounts Payable	HATCH CONSTRUCTION	5,216.26
Open	NBAZ - Warrant Clearing Account	Check	1054495	05/17/2017	Accounts Payable	HATCH MOTOR COMPANY INC	713.95
Open	NBAZ - Warrant Clearing Account	Check	1054496	05/17/2017	Accounts Payable	HEAP, KLINT	457.85
Open	NBAZ - Warrant Clearing Account	Check	1054497	05/17/2017	Accounts Payable	HEINFELD MEECH AND CO PC	7,800.00
Open	NBAZ - Warrant Clearing Account	Check	1054498	05/17/2017	Accounts Payable	HIGH COUNTRY PROPANE	1,001.29
Open	NBAZ - Warrant Clearing Account	Check	1054499	05/17/2017	Accounts Payable	HILL AZ GROCERY STORE	541.26
Open	NBAZ - Warrant Clearing Account	Check	1054500	05/17/2017	Accounts Payable	HILL AZ GROCERY STORE	18.05
Open	NBAZ - Warrant Clearing Account	Check	1054501	05/17/2017	Accounts Payable	HILLYARD/FLAGSTAFF	2,863.74
Open	NBAZ - Warrant Clearing Account	Check	1054502	05/17/2017	Accounts Payable	HOGLE, JONI C	15.25
Open	NBAZ - Warrant Clearing Account	Check	1054503	05/17/2017	Accounts Payable	HOSTYLE TAKEOVER CLEANING SERVICE	200.00
Open	NBAZ - Warrant Clearing Account	Check	1054504	05/17/2017	Accounts Payable	INGRAM LIBRARY SERVICES	3,093.24
Open	NBAZ - Warrant Clearing Account	Check	1054505	05/17/2017	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	499.67
Open	NBAZ - Warrant Clearing Account	Check	1054506	05/17/2017	Accounts Payable	KATHLEEN M MCGUIRE PSY D LLC	2,370.00
Open	NBAZ - Warrant Clearing Account	Check	1054507	05/17/2017	Accounts Payable	KB WELDING INC	6,186.47
Open	NBAZ - Warrant Clearing Account	Check	1054508	05/17/2017	Accounts Payable	KIRK, TOMMY	134.99
Open	NBAZ - Warrant Clearing Account	Check	1054509	05/17/2017	Accounts Payable	KONICA MINOLTA	266.92
Open	NBAZ - Warrant Clearing Account	Check	1054510	05/17/2017	Accounts Payable	L R INVESTIGATIONS LLC	250.00
Open	NBAZ - Warrant Clearing Account	Check	1054511	05/17/2017	Accounts Payable	LANGUAGE LINE SERVICES INC	35.35

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054512	05/17/2017	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	45.00
Open	NBAZ - Warrant Clearing Account	Check	1054513	05/17/2017	Accounts Payable	LEWIS, FRANCES O	59.00
Open	NBAZ - Warrant Clearing Account	Check	1054514	05/17/2017	Accounts Payable	LLAMAS, SHAWNA MARIE	32.10
Open	NBAZ - Warrant Clearing Account	Check	1054515	05/17/2017	Accounts Payable	LUNSFORD, JEWEL E	16.21
Open	NBAZ - Warrant Clearing Account	Check	1054516	05/17/2017	Accounts Payable	MARTINEZ, PATRICK J	21.00
Open	NBAZ - Warrant Clearing Account	Check	1054517	05/17/2017	Accounts Payable	MCCARTHY, STEPHANIE	11.32
Open	NBAZ - Warrant Clearing Account	Check	1054518	05/17/2017	Accounts Payable	MCI	40.55
Open	NBAZ - Warrant Clearing Account	Check	1054519	05/17/2017	Accounts Payable	MOORE LAW FIRM PLLC	1,375.00
Open	NBAZ - Warrant Clearing Account	Check	1054520	05/17/2017	Accounts Payable	MOORE MEDICAL LLC	883.57
Open	NBAZ - Warrant Clearing Account	Check	1054521	05/17/2017	Accounts Payable	NATIONAL SHERIFFS' ASSOCIATION	805.00
Open	NBAZ - Warrant Clearing Account	Check	1054522	05/17/2017	Accounts Payable	NAVAJO SANITATION INC	290.85
Open	NBAZ - Warrant Clearing Account	Check	1054523	05/17/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	367.22
Open	NBAZ - Warrant Clearing Account	Check	1054524	05/17/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,419.12
Open	NBAZ - Warrant Clearing Account	Check	1054525	05/17/2017	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,262.39
Open	NBAZ - Warrant Clearing Account	Check	1054526	05/17/2017	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	13,155.57
Open	NBAZ - Warrant Clearing Account	Check	1054527	05/17/2017	Accounts Payable	NEZ, FLORA	42.00
Open	NBAZ - Warrant Clearing Account	Check	1054528	05/17/2017	Accounts Payable	NORCHEM DRUG TESTING LABORATORY	1,270.85
Open	NBAZ - Warrant Clearing Account	Check	1054529	05/17/2017	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	108.18
Open	NBAZ - Warrant Clearing Account	Check	1054530	05/17/2017	Accounts Payable	OCLC INC	74.18
Open	NBAZ - Warrant Clearing Account	Check	1054531	05/17/2017	Accounts Payable	OCTOPUS CAR WASH INC	86.90
Open	NBAZ - Warrant Clearing Account	Check	1054532	05/17/2017	Accounts Payable	OFFICE OF THE AUDITOR GENERAL	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1054533	05/17/2017	Accounts Payable	ORONA, MONICA G	384.00
Open	NBAZ - Warrant Clearing Account	Check	1054534	05/17/2017	Accounts Payable	OVERDRIVE INC	373.89
Open	NBAZ - Warrant Clearing Account	Check	1054535	05/17/2017	Accounts Payable	PARRACK (HIGH COUNTRY AWARDS), BRIAN K	27.94
Open	NBAZ - Warrant Clearing Account	Check	1054536	05/17/2017	Accounts Payable	PATTERSON, DANA BRYCE	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1054537	05/17/2017	Accounts Payable	PENA, KERRY	284.77
Open	NBAZ - Warrant Clearing Account	Check	1054538	05/17/2017	Accounts Payable	PENWORTHY COMPANY	247.78
Open	NBAZ - Warrant Clearing Account	Check	1054539	05/17/2017	Accounts Payable	PICO'S IRRIGATION & LANDSCAPE	1,200.00
Open	NBAZ - Warrant Clearing Account	Check	1054540	05/17/2017	Accounts Payable	PLATT DDS, RANDOLPH	241.00
Open	NBAZ - Warrant Clearing Account	Check	1054541	05/17/2017	Accounts Payable	PRAXAIR DISTRIBUTION INC	211.57
Open	NBAZ - Warrant Clearing Account	Check	1054542	05/17/2017	Accounts Payable	QUILL CORP	3,245.87
Open	NBAZ - Warrant Clearing Account	Check	1054543	05/17/2017	Accounts Payable	R&S NORTHEAST LLC	46.38
Open	NBAZ - Warrant Clearing Account	Check	1054544	05/17/2017	Accounts Payable	RALPH JOHNSON MEMORIAL RODEO	300.00
Open	NBAZ - Warrant Clearing Account	Check	1054545	05/17/2017	Accounts Payable	REDW LLC	580.00
Open	NBAZ - Warrant Clearing Account	Check	1054546	05/17/2017	Accounts Payable	RICOH USA INC	5.59
Open	NBAZ - Warrant Clearing Account	Check	1054547	05/17/2017	Accounts Payable	RODE INN	586.34
Open	NBAZ - Warrant Clearing Account	Check	1054548	05/17/2017	Accounts Payable	ROMERO, JASON	137.00
Open	NBAZ - Warrant Clearing Account	Check	1054549	05/17/2017	Accounts Payable	RUSH TRUCK CENTER	3,052.84
Open	NBAZ - Warrant Clearing Account	Check	1054550	05/17/2017	Accounts Payable	SAFETY KLEEN	719.62
Open	NBAZ - Warrant Clearing Account	Check	1054551	05/17/2017	Accounts Payable	SAFEWAY INC	443.87
Open	NBAZ - Warrant Clearing Account	Check	1054552	05/17/2017	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	Check	1054553	05/17/2017	Accounts Payable	SANDOVAL, PATRICK J	279.67
Open	NBAZ - Warrant Clearing Account	Check	1054554	05/17/2017	Accounts Payable	SANOFI PASTEUR INC	3,383.14
Open	NBAZ - Warrant Clearing Account	Check	1054555	05/17/2017	Accounts Payable	SCOTT HAMBLIN MD PC	400.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054556	05/17/2017	Accounts Payable	SECURUS TECHNOLOGIES INC	1,049.25
Open	NBAZ - Warrant Clearing Account	Check	1054557	05/17/2017	Accounts Payable	SHERRILL, LANNY B	457.85
Open	NBAZ - Warrant Clearing Account	Check	1054558	05/17/2017	Accounts Payable	SHI INTERNATIONAL CORP	48.24
Open	NBAZ - Warrant Clearing Account	Check	1054559	05/17/2017	Accounts Payable	SHIRLEY, JOE Junior	412.15
Open	NBAZ - Warrant Clearing Account	Check	1054560	05/17/2017	Accounts Payable	SIERRA PROPANE	632.16
Open	NBAZ - Warrant Clearing Account	Check	1054561	05/17/2017	Accounts Payable	SLOAN, TERRIE J	16.16
Open	NBAZ - Warrant Clearing Account	Check	1054562	05/17/2017	Accounts Payable	SONORA QUEST LABORATORIES	1,639.29
Open	NBAZ - Warrant Clearing Account	Check	1054563	05/17/2017	Accounts Payable	SOUTHEAST AZ AREA HEALTH EDUCATION CENTER I	310.47
Open	NBAZ - Warrant Clearing Account	Check	1054564	05/17/2017	Accounts Payable	SPARKLETTS WATER	112.95
Open	NBAZ - Warrant Clearing Account	Check	1054565	05/17/2017	Accounts Payable	SPIVEY, LANCE	88.00
Open	NBAZ - Warrant Clearing Account	Check	1054566	05/17/2017	Accounts Payable	ST JOHNS CITY	1,138.95
Open	NBAZ - Warrant Clearing Account	Check	1054567	05/17/2017	Accounts Payable	ST JOHNS CITY	9,666.40
Open	NBAZ - Warrant Clearing Account	Check	1054568	05/17/2017	Accounts Payable	STRADLING, REED D	457.85
Open	NBAZ - Warrant Clearing Account	Check	1054569	05/17/2017	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	292.62
Open	NBAZ - Warrant Clearing Account	Check	1054570	05/17/2017	Accounts Payable	TESSCO INC	275.65
Open	NBAZ - Warrant Clearing Account	Check	1054571	05/17/2017	Accounts Payable	THE LIGHTHOUSE INC	770.15
Open	NBAZ - Warrant Clearing Account	Check	1054572	05/17/2017	Accounts Payable	THE UNIVERSITY OF ARIZONA	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1054573	05/17/2017	Accounts Payable	THOMSON REUTERS WEST	1,208.04
Open	NBAZ - Warrant Clearing Account	Check	1054574	05/17/2017	Accounts Payable	TJP COMMUNICATIONS	1,597.68
Open	NBAZ - Warrant Clearing Account	Check	1054575	05/17/2017	Accounts Payable	TOWN OF SPRINGERVILLE	142.75
Open	NBAZ - Warrant Clearing Account	Check	1054576	05/17/2017	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS	25.00
Open	NBAZ - Warrant Clearing Account	Check	1054577	05/17/2017	Accounts Payable	TYCO INTEGRATED SECURITY LLC	140.00
Open	NBAZ - Warrant Clearing Account	Check	1054578	05/17/2017	Accounts Payable	UNIFIRST CORPORATION	37.12
Open	NBAZ - Warrant Clearing Account	Check	1054579	05/17/2017	Accounts Payable	UNITED RENTALS	126.70
Open	NBAZ - Warrant Clearing Account	Check	1054580	05/17/2017	Accounts Payable	US IMAGING INC	197.25
Open	NBAZ - Warrant Clearing Account	Check	1054581	05/17/2017	Accounts Payable	US POSTMASTER	6.38
Open	NBAZ - Warrant Clearing Account	Check	1054582	05/17/2017	Accounts Payable	VALLEY AUTO PARTS	794.18
Open	NBAZ - Warrant Clearing Account	Check	1054583	05/17/2017	Accounts Payable	VERIZON WIRELESS	1,989.26
Open	NBAZ - Warrant Clearing Account	Check	1054584	05/17/2017	Accounts Payable	WAL-MART COMMUNITY	38.52
Open	NBAZ - Warrant Clearing Account	Check	1054585	05/17/2017	Accounts Payable	WALLACE, DODEE	415.84
Open	NBAZ - Warrant Clearing Account	Check	1054586	05/17/2017	Accounts Payable	WENGERT, DELWIN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1054587	05/17/2017	Accounts Payable	WESTERN DRUG COMPANY	10.00
Open	NBAZ - Warrant Clearing Account	Check	1054588	05/17/2017	Accounts Payable	WHITE MOUNTAIN EMERGENCY	441.00
Open	NBAZ - Warrant Clearing Account	Check	1054589	05/17/2017	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	982.42
Open	NBAZ - Warrant Clearing Account	Check	1054590	05/17/2017	Accounts Payable	WHITE MOUNTAIN PURIFIED WATER & ICE	67.50
Open	NBAZ - Warrant Clearing Account	Check	1054591	05/17/2017	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	121.63
Open	NBAZ - Warrant Clearing Account	Check	1054592	05/17/2017	Accounts Payable	WILKINS, LANE	457.85
Open	NBAZ - Warrant Clearing Account	Check	1054593	05/17/2017	Accounts Payable	WILKINS, TAMMI JO	38.08
Open	NBAZ - Warrant Clearing Account	Check	1054594	05/17/2017	Accounts Payable	WILLIAMS, STEVE	57.78
Open	NBAZ - Warrant Clearing Account	Check	1054595	05/17/2017	Accounts Payable	WOOD, ANTONIA	87.26
Open	NBAZ - Warrant Clearing Account	Check	1054596	05/17/2017	Accounts Payable	WOODLAND BUILDING CENTER	139.07
Open	NBAZ - Warrant Clearing Account	Check	1054597	05/17/2017	Accounts Payable	XEROX CORP	88.52
Open	NBAZ - Warrant Clearing Account	Check	1054598	05/17/2017	Accounts Payable	YAZZIE, LEILANI MICHELLE	98.00
Open	NBAZ - Warrant Clearing Account	Check	1054599	05/17/2017	Accounts Payable	YELLOWHORSE, JAY	3,182.17

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054601	05/22/2017	Accounts Payable	BEGAY, BENNIE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1054602	05/22/2017	Accounts Payable	BROWN, ASHLEE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1054603	05/22/2017	Accounts Payable	CLYDE, VICTOR J	300.00
Open	NBAZ - Warrant Clearing Account	Check	1054604	05/22/2017	Accounts Payable	DUGDALE, BEN	180.95
Open	NBAZ - Warrant Clearing Account	Check	1054605	05/22/2017	Accounts Payable	GARDNER, SAMUEL TODD	180.95
Open	NBAZ - Warrant Clearing Account	Check	1054606	05/22/2017	Accounts Payable	GORDON, STEVEN H	180.95
Open	NBAZ - Warrant Clearing Account	Check	1054607	05/22/2017	Accounts Payable	WILSON, GERALD	300.00
Open	NBAZ - Warrant Clearing Account	Check	1054609	05/22/2017	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	33.16
Open	NBAZ - Warrant Clearing Account	Check	1054610	05/22/2017	Accounts Payable	AZ STATE RETIREMENT SYSTEM	49.78
Open	NBAZ - Warrant Clearing Account	Check	1054611	05/23/2017	Accounts Payable	24 HOUR GAS-N-GO	17.41
Open	NBAZ - Warrant Clearing Account	Check	1054612	05/23/2017	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1054613	05/23/2017	Accounts Payable	AGUERO, ROBIN R	663.26
Open	NBAZ - Warrant Clearing Account	Check	1054614	05/23/2017	Accounts Payable	ALLEGRA	2,274.37
Open	NBAZ - Warrant Clearing Account	Check	1054615	05/23/2017	Accounts Payable	ALSCO INC	156.48
Open	NBAZ - Warrant Clearing Account	Check	1054616	05/23/2017	Accounts Payable	AMAZON COM INC	4,963.68
Open	NBAZ - Warrant Clearing Account	Check	1054617	05/23/2017	Accounts Payable	APACHE COUNTY RODEO COMMITTEE	195.00
Open	NBAZ - Warrant Clearing Account	Check	1054618	05/23/2017	Accounts Payable	ASHLEY, EILEEN T	63.14
Open	NBAZ - Warrant Clearing Account	Check	1054619	05/23/2017	Accounts Payable	ASHTONS REPAIR INC	423.29
Open	NBAZ - Warrant Clearing Account	Check	1054620	05/23/2017	Accounts Payable	ASPEN TIRE & OIL	102.21
Open	NBAZ - Warrant Clearing Account	Check	1054621	05/23/2017	Accounts Payable	ATCO INTERNATIONAL	129.00
Open	NBAZ - Warrant Clearing Account	Check	1054622	05/23/2017	Accounts Payable	ATS ARMOR LLC	1,370.53
Open	NBAZ - Warrant Clearing Account	Check	1054623	05/23/2017	Accounts Payable	AVAYA COMMUNICATIONS	1,603.62
Open	NBAZ - Warrant Clearing Account	Check	1054624	05/23/2017	Accounts Payable	AYRES, RICHARD A	31.56
Open	NBAZ - Warrant Clearing Account	Check	1054625	05/23/2017	Accounts Payable	AZ ASSN OF COUNTY SCHOOL SUPERINTENDENTS	3,337.15
Open	NBAZ - Warrant Clearing Account	Check	1054626	05/23/2017	Accounts Payable	AZ BRAKE & CLUTCH SUPPLY	242.35
Open	NBAZ - Warrant Clearing Account	Check	1054627	05/23/2017	Accounts Payable	AZ DEPT OF CORRECTIONS	90.00
Open	NBAZ - Warrant Clearing Account	Check	1054628	05/23/2017	Accounts Payable	AZ SCHOOL BOARDS ASSN	910.00
Open	NBAZ - Warrant Clearing Account	Check	1054629	05/23/2017	Accounts Payable	AZ SUPREME COURT	250.00
Open	NBAZ - Warrant Clearing Account	Check	1054630	05/23/2017	Accounts Payable	BAUMAN HOME AND AUTO INC	819.27
Open	NBAZ - Warrant Clearing Account	Check	1054631	05/23/2017	Accounts Payable	BEARD, PATRICK E	2,088.00
Open	NBAZ - Warrant Clearing Account	Check	1054632	05/23/2017	Accounts Payable	BEARD, PATRICK E	644.04
Open	NBAZ - Warrant Clearing Account	Check	1054633	05/23/2017	Accounts Payable	BEGAY, MARLEITA	423.78
Open	NBAZ - Warrant Clearing Account	Check	1054634	05/23/2017	Accounts Payable	BEGAY, SARAH MAE	340.00
Open	NBAZ - Warrant Clearing Account	Check	1054635	05/23/2017	Accounts Payable	REDACTED	2,911.50
Open	NBAZ - Warrant Clearing Account	Check	1054636	05/23/2017	Accounts Payable	BENALLY, CAROLYN	43.00
Open	NBAZ - Warrant Clearing Account	Check	1054637	05/23/2017	Accounts Payable	BOB BARKER COMPANY INC	1,117.30
Open	NBAZ - Warrant Clearing Account	Check	1054638	05/23/2017	Accounts Payable	BOOT BARN	730.70
Open	NBAZ - Warrant Clearing Account	Check	1054639	05/23/2017	Accounts Payable	BRADCO	17,741.04
Open	NBAZ - Warrant Clearing Account	Check	1054640	05/23/2017	Accounts Payable	BRYAN, MEGAN L	350.72
Open	NBAZ - Warrant Clearing Account	Check	1054641	05/23/2017	Accounts Payable	CASSEL, VERA L	7.41
Open	NBAZ - Warrant Clearing Account	Check	1054642	05/23/2017	Accounts Payable	CDW GOVERNMENT LLC	833.74
Open	NBAZ - Warrant Clearing Account	Check	1054643	05/23/2017	Accounts Payable	CELLULAR ONE NE AZ	894.84
Open	NBAZ - Warrant Clearing Account	Check	1054644	05/23/2017	Accounts Payable	CHAPMANS INTERIOR AND EXTERIOR MOTIVES LLC	651.70
Open	NBAZ - Warrant Clearing Account	Check	1054645	05/23/2017	Accounts Payable	CMS COMMUNICATIONS INC	264.90

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054646	05/23/2017	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	490.28
Open	NBAZ - Warrant Clearing Account	Check	1054647	05/23/2017	Accounts Payable	COPPER STATE BOLT & NUT CO	525.88
Open	NBAZ - Warrant Clearing Account	Check	1054648	05/23/2017	Accounts Payable	COPPERSTATE DRILLING & SUPPLY INC	13,690.04
Open	NBAZ - Warrant Clearing Account	Check	1054649	05/23/2017	Accounts Payable	COURTESY CHEVROLET	101,907.68
Open	NBAZ - Warrant Clearing Account	Check	1054650	05/23/2017	Accounts Payable	COURTYARD BY MARRIOTT FARMINGTON	1,995.80
Open	NBAZ - Warrant Clearing Account	Check	1054651	05/23/2017	Accounts Payable	COVEY, JOSHUA T	2,268.15
Open	NBAZ - Warrant Clearing Account	Check	1054652	05/23/2017	Accounts Payable	CROSBY, FERRIN	48.52
Open	NBAZ - Warrant Clearing Account	Check	1054653	05/23/2017	Accounts Payable	DEDMAN, JOSEPH Junior	24.00
Open	NBAZ - Warrant Clearing Account	Check	1054654	05/23/2017	Accounts Payable	DELL COMPUTER CORPORATION	3,828.78
Open	NBAZ - Warrant Clearing Account	Check	1054655	05/23/2017	Accounts Payable	DEMCO	180.01
Open	NBAZ - Warrant Clearing Account	Check	1054656	05/23/2017	Accounts Payable	DISH NETWORK	149.03
Open	NBAZ - Warrant Clearing Account	Check	1054657	05/23/2017	Accounts Payable	DODGE, DOUGLAS P	64.85
Open	NBAZ - Warrant Clearing Account	Check	1054658	05/23/2017	Accounts Payable	EAGAR APPLIANCE	370.00
Open	NBAZ - Warrant Clearing Account	Check	1054659	05/23/2017	Accounts Payable	EARTH MOVER TIRE SALES INC	722.02
Open	NBAZ - Warrant Clearing Account	Check	1054660	05/23/2017	Accounts Payable	EMBASSY SUITES	146.34
Open	NBAZ - Warrant Clearing Account	Check	1054661	05/23/2017	Accounts Payable	EMPIRE MACHINERY	8,732.81
Open	NBAZ - Warrant Clearing Account	Check	1054662	05/23/2017	Accounts Payable	FODERA, DORIS A	167.44
Open	NBAZ - Warrant Clearing Account	Check	1054663	05/23/2017	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	5,797.26
Open	NBAZ - Warrant Clearing Account	Check	1054664	05/23/2017	Accounts Payable	FRONTIER	431.28
Open	NBAZ - Warrant Clearing Account	Check	1054665	05/23/2017	Accounts Payable	FRONTIER	925.74
Open	NBAZ - Warrant Clearing Account	Check	1054666	05/23/2017	Accounts Payable	FRONTIER	95.28
Open	NBAZ - Warrant Clearing Account	Check	1054667	05/23/2017	Accounts Payable	FRONTIER	67.90
Open	NBAZ - Warrant Clearing Account	Check	1054668	05/23/2017	Accounts Payable	FRONTIER	56.02
Open	NBAZ - Warrant Clearing Account	Check	1054669	05/23/2017	Accounts Payable	FRONTIER	24.79
Open	NBAZ - Warrant Clearing Account	Check	1054670	05/23/2017	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	Check	1054671	05/23/2017	Accounts Payable	FRONTIER	4,412.25
Open	NBAZ - Warrant Clearing Account	Check	1054672	05/23/2017	Accounts Payable	FRONTIER	214.52
Open	NBAZ - Warrant Clearing Account	Check	1054673	05/23/2017	Accounts Payable	FRONTIER	272.09
Open	NBAZ - Warrant Clearing Account	Check	1054674	05/23/2017	Accounts Payable	FRONTIER	97.98
Open	NBAZ - Warrant Clearing Account	Check	1054675	05/23/2017	Accounts Payable	FRONTIER	132.62
Open	NBAZ - Warrant Clearing Account	Check	1054676	05/23/2017	Accounts Payable	FRONTIER	73.00
Open	NBAZ - Warrant Clearing Account	Check	1054677	05/23/2017	Accounts Payable	FRONTIER	100.29
Open	NBAZ - Warrant Clearing Account	Check	1054678	05/23/2017	Accounts Payable	GALL'S INC	895.19
Open	NBAZ - Warrant Clearing Account	Check	1054679	05/23/2017	Accounts Payable	GALLUP WATER WORKS	50.25
Open	NBAZ - Warrant Clearing Account	Check	1054680	05/23/2017	Accounts Payable	GARDNER, SAMUEL TODD	19.97
Open	NBAZ - Warrant Clearing Account	Check	1054681	05/23/2017	Accounts Payable	GORDON, STEVEN H	107.58
Open	NBAZ - Warrant Clearing Account	Check	1054682	05/23/2017	Accounts Payable	GRAINGER	196.72
Open	NBAZ - Warrant Clearing Account	Check	1054683	05/23/2017	Accounts Payable	GRAVES PROPANE CO INC	359.04
Open	NBAZ - Warrant Clearing Account	Check	1054684	05/23/2017	Accounts Payable	GREER, YVETTE L	293.06
Open	NBAZ - Warrant Clearing Account	Check	1054685	05/23/2017	Accounts Payable	GREGORY, MARSHA ANN	65.36
Open	NBAZ - Warrant Clearing Account	Check	1054686	05/23/2017	Accounts Payable	HALWOOD, LORENA T	145.52
Open	NBAZ - Warrant Clearing Account	Check	1054687	05/23/2017	Accounts Payable	HERRICK, TAMERA S	36.80
Open	NBAZ - Warrant Clearing Account	Check	1054688	05/23/2017	Accounts Payable	HILL AZ GROCERY STORE	43.25
Open	NBAZ - Warrant Clearing Account	Check	1054689	05/23/2017	Accounts Payable	HILL AZ GROCERY STORE	131.39

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054690	05/23/2017	Accounts Payable	HOLIDAY INN EXPRESS & SUITES TUCSON	1,206.72
Open	NBAZ - Warrant Clearing Account	Check	1054691	05/23/2017	Accounts Payable	HOME DEPOT	460.36
Open	NBAZ - Warrant Clearing Account	Check	1054692	05/23/2017	Accounts Payable	HONEA, GENEVA	137.00
Open	NBAZ - Warrant Clearing Account	Check	1054693	05/23/2017	Accounts Payable	HORNE AUTO CENTER INC	35.67
Open	NBAZ - Warrant Clearing Account	Check	1054694	05/23/2017	Accounts Payable	HWY 64 TRUCK & AUTO SALVAGE	1,400.00
Open	NBAZ - Warrant Clearing Account	Check	1054695	05/23/2017	Accounts Payable	INGRAM LIBRARY SERVICES	2,325.36
Open	NBAZ - Warrant Clearing Account	Check	1054696	05/23/2017	Accounts Payable	KACHINA TRUCK SERVICE INC	53.78
Open	NBAZ - Warrant Clearing Account	Check	1054697	05/23/2017	Accounts Payable	KELLER, CLETA	200.00
Open	NBAZ - Warrant Clearing Account	Check	1054698	05/23/2017	Accounts Payable	KONICA MINOLTA	759.60
Open	NBAZ - Warrant Clearing Account	Check	1054699	05/23/2017	Accounts Payable	KULBACKI, SUSAN	33.71
Open	NBAZ - Warrant Clearing Account	Check	1054700	05/23/2017	Accounts Payable	LATHAM, MICHAEL	436.39
Open	NBAZ - Warrant Clearing Account	Check	1054701	05/23/2017	Accounts Payable	REDACTED	304.05
Open	NBAZ - Warrant Clearing Account	Check	1054702	05/23/2017	Accounts Payable	LOZOYA, S TOMASA	167.44
Open	NBAZ - Warrant Clearing Account	Check	1054703	05/23/2017	Accounts Payable	LUNSFORD, JEWELY E	14.00
Open	NBAZ - Warrant Clearing Account	Check	1054704	05/23/2017	Accounts Payable	MATHEW D MOORE DC INC	180.00
Open	NBAZ - Warrant Clearing Account	Check	1054705	05/23/2017	Accounts Payable	MERRILL, DAYSON	176.00
Open	NBAZ - Warrant Clearing Account	Check	1054706	05/23/2017	Accounts Payable	REDACTED	101.00
Open	NBAZ - Warrant Clearing Account	Check	1054707	05/23/2017	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	2,132.50
Open	NBAZ - Warrant Clearing Account	Check	1054708	05/23/2017	Accounts Payable	NACOG	29,064.00
Open	NBAZ - Warrant Clearing Account	Check	1054709	05/23/2017	Accounts Payable	NATIONAL SHERIFFS' ASSOCIATION	115.00
Open	NBAZ - Warrant Clearing Account	Check	1054710	05/23/2017	Accounts Payable	NAVAJO COUNTY	7,500.00
Open	NBAZ - Warrant Clearing Account	Check	1054711	05/23/2017	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	735.00
Open	NBAZ - Warrant Clearing Account	Check	1054712	05/23/2017	Accounts Payable	NAVAJO WESTERNERS	572.19
Open	NBAZ - Warrant Clearing Account	Check	1054713	05/23/2017	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	2,900.20
Open	NBAZ - Warrant Clearing Account	Check	1054714	05/23/2017	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	850.00
Open	NBAZ - Warrant Clearing Account	Check	1054715	05/23/2017	Accounts Payable	O'REILLY AUTO PARTS	9.44
Open	NBAZ - Warrant Clearing Account	Check	1054716	05/23/2017	Accounts Payable	OFFICE DEPOT	296.57
Open	NBAZ - Warrant Clearing Account	Check	1054717	05/23/2017	Accounts Payable	PATTERSON, RYAN N	180.19
Open	NBAZ - Warrant Clearing Account	Check	1054718	05/23/2017	Accounts Payable	PENA, KERRY	185.45
Open	NBAZ - Warrant Clearing Account	Check	1054719	05/23/2017	Accounts Payable	PERFECT PRINTZ LLC	65.00
Open	NBAZ - Warrant Clearing Account	Check	1054720	05/23/2017	Accounts Payable	PIMA COUNTY MEDICAL	2,300.00
Open	NBAZ - Warrant Clearing Account	Check	1054721	05/23/2017	Accounts Payable	PIMENTEL CONTRACT CLEANING	4,990.00
Open	NBAZ - Warrant Clearing Account	Check	1054722	05/23/2017	Accounts Payable	PITNEY BOWES	90.99
Open	NBAZ - Warrant Clearing Account	Check	1054723	05/23/2017	Accounts Payable	PRECISION DYNAMICS CORP	644.42
Open	NBAZ - Warrant Clearing Account	Check	1054724	05/23/2017	Accounts Payable	PRESCOTT RESORT & CONFERENCE CTR	531.42
Open	NBAZ - Warrant Clearing Account	Check	1054725	05/23/2017	Accounts Payable	QUALITY CARQUEST	23.57
Open	NBAZ - Warrant Clearing Account	Check	1054726	05/23/2017	Accounts Payable	QUILL CORP	3,181.13
Open	NBAZ - Warrant Clearing Account	Check	1054727	05/23/2017	Accounts Payable	R&G VENT CLEANING SERVICES	555.00
Open	NBAZ - Warrant Clearing Account	Check	1054728	05/23/2017	Accounts Payable	RELIABLE BACKGROUND SCREENING	104.00
Open	NBAZ - Warrant Clearing Account	Check	1054729	05/23/2017	Accounts Payable	ROMERO, DAVID JULIAN	232.20
Open	NBAZ - Warrant Clearing Account	Check	1054730	05/23/2017	Accounts Payable	RUSH TRUCK CENTER	321.75
Open	NBAZ - Warrant Clearing Account	Check	1054731	05/23/2017	Accounts Payable	SAFEWAY INC	188.32
Open	NBAZ - Warrant Clearing Account	Check	1054732	05/23/2017	Accounts Payable	SAINT JOHNS BOOSTER CLUB INC	500.00
Open	NBAZ - Warrant Clearing Account	Check	1054733	05/23/2017	Accounts Payable	SANCHEZ, IRENE	167.44

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1054734	05/23/2017	Accounts Payable	SANOFI PASTEUR INC	2,462.37
Open	NBAZ - Warrant Clearing Account	Check	1054735	05/23/2017	Accounts Payable	SECURUS TECHNOLOGIES INC	889.11
Open	NBAZ - Warrant Clearing Account	Check	1054736	05/23/2017	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	108.22
Open	NBAZ - Warrant Clearing Account	Check	1054737	05/23/2017	Accounts Payable	SHAMLEY, JOHN DOYEL	48.23
Open	NBAZ - Warrant Clearing Account	Check	1054738	05/23/2017	Accounts Payable	SHELL OIL	1,598.31
Open	NBAZ - Warrant Clearing Account	Check	1054739	05/23/2017	Accounts Payable	SHEPHERD, ALTON JOE	888.10
Open	NBAZ - Warrant Clearing Account	Check	1054740	05/23/2017	Accounts Payable	SIMSHAUSER, TRAVIS K	48.23
Open	NBAZ - Warrant Clearing Account	Check	1054741	05/23/2017	Accounts Payable	SINE-SHIELDS, KELI ANN	55.31
Open	NBAZ - Warrant Clearing Account	Check	1054742	05/23/2017	Accounts Payable	SINGH, SUKHBIR	167.00
Open	NBAZ - Warrant Clearing Account	Check	1054743	05/23/2017	Accounts Payable	SKILLPATH SEMINARS	198.00
Open	NBAZ - Warrant Clearing Account	Check	1054744	05/23/2017	Accounts Payable	SPRINGERVILLE-EAGAR CHAMBER OF COMMERCE	779.17
Open	NBAZ - Warrant Clearing Account	Check	1054745	05/23/2017	Accounts Payable	ST JOHNS UNITED DRUG	18.92
Open	NBAZ - Warrant Clearing Account	Check	1054746	05/23/2017	Accounts Payable	STRADLING, REED D	7.13
Open	NBAZ - Warrant Clearing Account	Check	1054747	05/23/2017	Accounts Payable	SUMMIT HEALTHCARE MEDICAL ASSOCIATES	319.00
Open	NBAZ - Warrant Clearing Account	Check	1054748	05/23/2017	Accounts Payable	SUN RIDGE SYSTEMS, INC	13,489.00
Open	NBAZ - Warrant Clearing Account	Check	1054749	05/23/2017	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	165.20
Open	NBAZ - Warrant Clearing Account	Check	1054750	05/23/2017	Accounts Payable	TECH 24 - COMMERCIAL FOODSERVICE REPAIR INC	50.53
Open	NBAZ - Warrant Clearing Account	Check	1054751	05/23/2017	Accounts Payable	THOMSON REUTERS WEST	1,153.74
Open	NBAZ - Warrant Clearing Account	Check	1054752	05/23/2017	Accounts Payable	TJP COMMUNICATIONS	3,377.46
Open	NBAZ - Warrant Clearing Account	Check	1054753	05/23/2017	Accounts Payable	UDALL, NOLAN	50.00
Open	NBAZ - Warrant Clearing Account	Check	1054754	05/23/2017	Accounts Payable	ULINE INC	941.30
Open	NBAZ - Warrant Clearing Account	Check	1054755	05/23/2017	Accounts Payable	US POSTMASTER	144.00
Open	NBAZ - Warrant Clearing Account	Check	1054756	05/23/2017	Accounts Payable	VALLEY AUTO PARTS	355.25
Open	NBAZ - Warrant Clearing Account	Check	1054757	05/23/2017	Accounts Payable	VERIZON WIRELESS	63.11
Open	NBAZ - Warrant Clearing Account	Check	1054758	05/23/2017	Accounts Payable	WALKER, VERLYN DEAN	176.00
Open	NBAZ - Warrant Clearing Account	Check	1054759	05/23/2017	Accounts Payable	WESTERN GRADE LLC	18,575.84
Open	NBAZ - Warrant Clearing Account	Check	1054760	05/23/2017	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	132.42
Open	NBAZ - Warrant Clearing Account	Check	1054761	05/23/2017	Accounts Payable	WHITE MOUNTAIN PURIFIED WATER & ICE	42.00
Open	NBAZ - Warrant Clearing Account	Check	1054762	05/23/2017	Accounts Payable	WILKINS, TAMMI JO	185.45
Open	NBAZ - Warrant Clearing Account	Check	1054763	05/23/2017	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVIC	60.00
Open	NBAZ - Warrant Clearing Account	Check	1054764	05/23/2017	Accounts Payable	WOODLAND BUILDING CENTER	878.19
Open	NBAZ - Warrant Clearing Account	Check	1054765	05/23/2017	Accounts Payable	WRIGHT EXPRESS FSC	133.86
Open	NBAZ - Warrant Clearing Account	Check	1054766	05/23/2017	Accounts Payable	YOUNG, JOSEPH	180.00
Open	NBAZ - Warrant Clearing Account	Check	1054767	05/23/2017	Accounts Payable	ZACARTE, DAVID	250.00
Open	NBAZ - Warrant Clearing Account	Check	1054768	05/24/2017	Accounts Payable	GOLDTOOTH PRECISION SOLUTIONS INC	2,625.00
Open	NBAZ - Warrant Clearing Account	Check	1054769	05/24/2017	Accounts Payable	NAVAJO ARTS AND CRAFTS ENTERPRISE	735.00

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

5/25/17 [Signature]

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

Request approval of minutes dated May 16, 2017.

BOS Meeting Date Requested _____

[Signature]

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

[Signature]

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

May 16, 2017
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr., County Manager/Clerk of the Board Delwin Wengert and Chief Deputy County Attorney Joe Young. Vice Chairman Doyel Shamley and Supervisor Alton Shepherd participated via the telephone.

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

Ben Dugdale led the Pledge of Allegiance.

Shirley Pulsipher gave the invocation.

Chairman Shirley called for the Public Health Services District item.

Chris Sexton, Health Director, requested approval to contract with Rebecca Rivera, RN, for clinical assistance as needed. Rate of pay is thirty dollars (\$30.00) per hour, not to exceed 32 hours per week. Mr. Sexton stated the total amount of contract not to exceed four thousand dollars (\$4,000.00). **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Shepherd made the motion to adjourn the Public Health Services District meeting, seconded by Mr. Shamley. Vote was unanimous.

Chairman Shirley called for the regular agenda items.

Milan Eaton, Arizona Department of Education presented information on Arizona Broadband for Education Initiative. No action was needed

Mr. Wengert presented the Consent Agenda Items A-C. **Mr. Shamley moved approval, Seconded by Mr. Shepherd.** A. Approval of demands as distributed to the Apache County Board of Supervisors between May 2, 2017 to May 16, 2017. Payee Amount Shirley, Joe Junior 2,087.11 Rogers, Kent 1,134.07 Stradling, Reed 1,437.76 Wilkins, Lane R 1,015.45 King, Walter Scott 1,188.65 Burbank, Lorenzo 1,077.92 AMERICAN FAMILY LIFE ASSURANCE 1,173.41 APACHE COUNTY HSA 3,113.33 APACHE COUNTY MEDICAL 151,716.55 APACHE COUNTY TAX WITHHOLDING 137,476.18 ASRS LEGACY EORP 1,089.96 AZ STATE RETIREMENT SYSTEM 91,595.40 COLONIAL LIFE AND ACCIDENT INS 1,286.44 CORRECTIONS OFFICER RET PLAN 6,595.84 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,571.84 EORP LEGACY 1,288.26 NATIONWIDE 1,830.00 NATIONWIDE RETIREMENT SOL EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401 7,744.21 PUBLIC SAFETY SHERIFF RET 43,911.66 SUPPORT PAYMENT CLEARINGHOUSE 2,781.02 AMERICAN FENCE CO OF AZ 1,433.41 ATS ARMOR LLC

1,603.55 AZ NARCOTICS OFFICERS ASSN 2,500.00 AZLGEBT 342,211.04
 BASHAS' CORPORATE OFFICE 1,390.08 BEST BUY FOR BUSINESS 1,185.92
 BLUE HILLS ENVIRONMENTAL 27,972.07 BRADCO 3,974.86 BROWN'S
 PARTMASTER INC 1,333.83 CDW GOVERNMENT LLC 2,281.36 CURTIS, ROGER
 STUART 1,137.46 DELL COMPUTER CORPORATION 2,020.48 EXHIB-IT! TRADESHOW
 MARKETING EXPERTS 2,442.20 GALL'S INC 1,550.67 INGRAM LIBRARY SERVICES
 1,054.51 IWORQ SYSTEMS 17,417.00 J&W SURVEYING 2,100.00 JCG TECHNOLOGIES
 INC 1,068.71 JENSON, STEVEN E 1,902.19 JONES, DENNISE L 1,951.88 NATIONAL
 BANK OF ARIZONA 0127 1,384.94 NATIONAL BANK OF ARIZONA 1389 2,168.47
 NATIONAL BANK OF ARIZONA 0085 1,896.47 NATIONAL BANK OF ARIZONA 0186
 4,261.85 NATIONAL BANK OF ARIZONA 0285 1,547.26 NATIONAL BANK OF
 ARIZONA 0301 3,909.68 NATIONAL NATIVE AMERICAN LAW ENFORCEMENT
 ASSOC 1,125.00 NAVAJO COUNTY 7,500.00 NAVAJO TRIBAL UTILITY AUTHORITY
 1,031.45 NAVAJO TRIBAL UTILITY AUTHORITY 2,011.80 OVERDRIVE INC
 1,018.66 QUILL CORP 5,448.08 SECURUS TECHNOLOGIES INC 1,226.42 SUMMIT
 EQUIPMENT REPAIR 2,351.62 SW ECOLOGY LLC 3,504.78 THE AARONS COMPANY
 LLC 3,000.00 THE SANDBAGGER LLC 6,954.00 TYLER TECHNOLOGIES INC
 3,072.20 VERIZON WIRELESS 1,113.46 WADDELL K9'S LLC 15,130.00 Ollerton, Milton
 7,352.59 APACHE COUNTY TAX WITHHOLDING 1,586.86 AECOM TECHNICAL
 SERVICES INC 3,219.37 AIRGOODS ADVANCED PLUMBING LLC 1,493.81
 AMIGO CHEVROLET 1,635.06 AZ DEPT OF ECONOMIC SECURITY 11,440.78
 AZ DEPT OF HEALTH SERVICES 1,490.00 AZ DEPT OF RISK MANAGEMENT
 1,254.59 BILLS DISCOUNT AUTO PARTS (NAPA) 1,003.35 BRADCO 6,201.40
 CHANGEPOINT INTEGRATED HEALTH 7,700.00 COURTESY CHEVROLET
 24,157.74 CREATIVE MULTIMEDIA INC (CMI) 7,213.75 EMBASSY SUITES
 1,035.64 EMPIRE MACHINERY 1,481.12 FRONTIER 1,755.40 GLOBAL EQUIPMENT
 2,653.14 HAMBLIN LAW OFFICE PLC 8,500.00 HOLIDAY INN & SUITES PHOENIX
 AIRPORT NORTH 1,539.96 HUNSAKER BROS INC 3,100.00 HY-TEK LTD 1,305.00
 INLAND KENWORTH INC (FARMINGTON) 1,825.02 KELLER, CLETA 1,508.22
 LAW OFFICE OF DIRK LEGATE PLLC 8,500.00 NATIONAL BUSINESS FURNITURE
 7,924.94 NAVAJO TIMES PUBLISHING COMPANY INC 1,115.10 NAVOPACHE
 ELECTRIC COOPERATIVE 5,596.46 PALOMAR MODULAR BUILDINGS LLC
 10,478.91 PRO PETROLEUM 15,353.05 QUILL CORP 1,878.39 RODE INN 1,074.96
 RUSH TRUCK CENTER 3,314.43 SCHIFF, LAURENCE 1,200.00 SECURUS
 TECHNOLOGIES INC 1,150.53 SOURCEHOV 19,806.30 STIRLING FENCE INC
 16,247.00 SUMMIT EQUIPMENT REPAIR 2,227.90 SUMMIT HEALTHCARE
 ASSOCIATION INC 3,570.45 THE SANDBAGGER LLC 5,625.00 TRINITY SERVICES
 GROUP INC 19,437.16 UNITED TRUCK AND EQUIPMENT INC 1,509.79
 WOODLAND BUILDING CENTER 1,482.93 WRIGHT EXPRESS FSC 2,549.63
 YAVAPAI COUNTY GOVERNMENT 5,750.00 Chavez, Jonathan Ray 2,741.84
 James, Crystal 1,742.46 APACHE COUNTY TAX WITHHOLDING 2,114.23 Demands are
 payments made, or to be made, by the County. Specific details of the demands may be requested
 through the County public record request process. B. Request approval of minutes dated May 2,
 2017. Personnel Items: C. District II: Request approval to convert a vacant Road Worker I (range
 18), to a Road Worker III (range 34), and fill the vacancy. Vote was unanimous.

Paul Hancock, Probation Director, on behalf of Superior Court, requested approval of an Intergovernmental Agreement between Apache County, Pinal County, the Superior Court in Apache County and Pinal County, and the Juvenile Probation Departments in Apache County and Pinal County for the housing of Apache County juveniles ordered involuntarily detained for more than 24 hours. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to utilize Navajo County Contract #B17-03-028 for liquid asphalt products. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Malena Bazarro, Grants Manager, requested approval of a contract between NACOG and Apache County for technical assistance to the Community Development Block Grant (CDBG) program. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Marleita Begay, County Treasurer, requested approval of an "Addendum to Certificate of Bank Accounts/Addendum to Certificate of Authority", and a Resolution to open one new bank account with National Bank of Arizona, and add authorized signers to that account for the Health Department. Mrs., Begay stated this request is a conjuncture of the banking service RFP that was approved by the Board on April 7, 2015. **Mr. Shepherd moved approval seconded by Mr. Shamley.** Vote was unanimous.

Mr. Wengert requested approval of a lease agreement with Steve Hall to lease property in Eagar, Arizona for storage of county equipment, at a cost of seven thousand, two hundred dollars (\$7,200.00) annually. Mr. Wengert stated this will allow storage of the sheriff's emergency equipment and health department materials. **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Mr. Wengert requested approval to accept a one-time payment of fifty thousand dollars (\$50,000) from the Arizona State Forester. Mr. Wengert stated this amount will be a pass through to the Eastern Counties Organization (ECO) for County Environmental programs. **Mr. Shamley moved approval, second by Mr. Shepherd.** Mr. Shamley stated he would like to reassess this at a later meeting. Vote was unanimous.

Chairman Shirley opened the floor for call to the public.

Art Modica, a resident of Concho, stated he would like to see a plan for county roads development and future projects to improve road conditions in the county to evaluate roads to show the public what roads are to be worked on. Mr. Modica also stated there are departments since the county that lack communication, and there are departments that do not call people back. Mr. Modica asked that all departments get back with the taxpayers when they leave messages.

Mr. Shepherd moved to adjourn, seconded by Mr. Shamley. Vote was unanimous.

Approved this 6th day of June, 2017.

Joe Shirley, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

5/25/17



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

Request approval of a Special Event Liquor License Application for Lisa Malcolm, Alpine Action Alliance, for June 30, 2017 and July 1, 2017 at Melody Field, 42663 Highway 180, Alpine, Arizona for a Bluegrass Festival.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

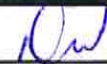
Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



SECTION 10

- Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)
- How many special event licenses have been issued to this location this year? 0
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- 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.)
- List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name <u>ALPINE ACTION ALLIANCE</u>	Percentage: _____
Address <u>PO BOX 187</u>	<u>ALPINE</u> <u>AZ</u> <u>85920</u>
<small>Street</small>	<small>City</small> <small>State</small> <small>Zip</small>
Name <u>LUCKY & DONKEY RESCUE</u>	Percentage: _____
Address <u>PO BOX 1102</u>	<u>ALPINE</u> <u>AZ</u> <u>85920</u>
<small>Street</small>	<small>City</small> <small>State</small> <small>Zip</small>

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

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

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

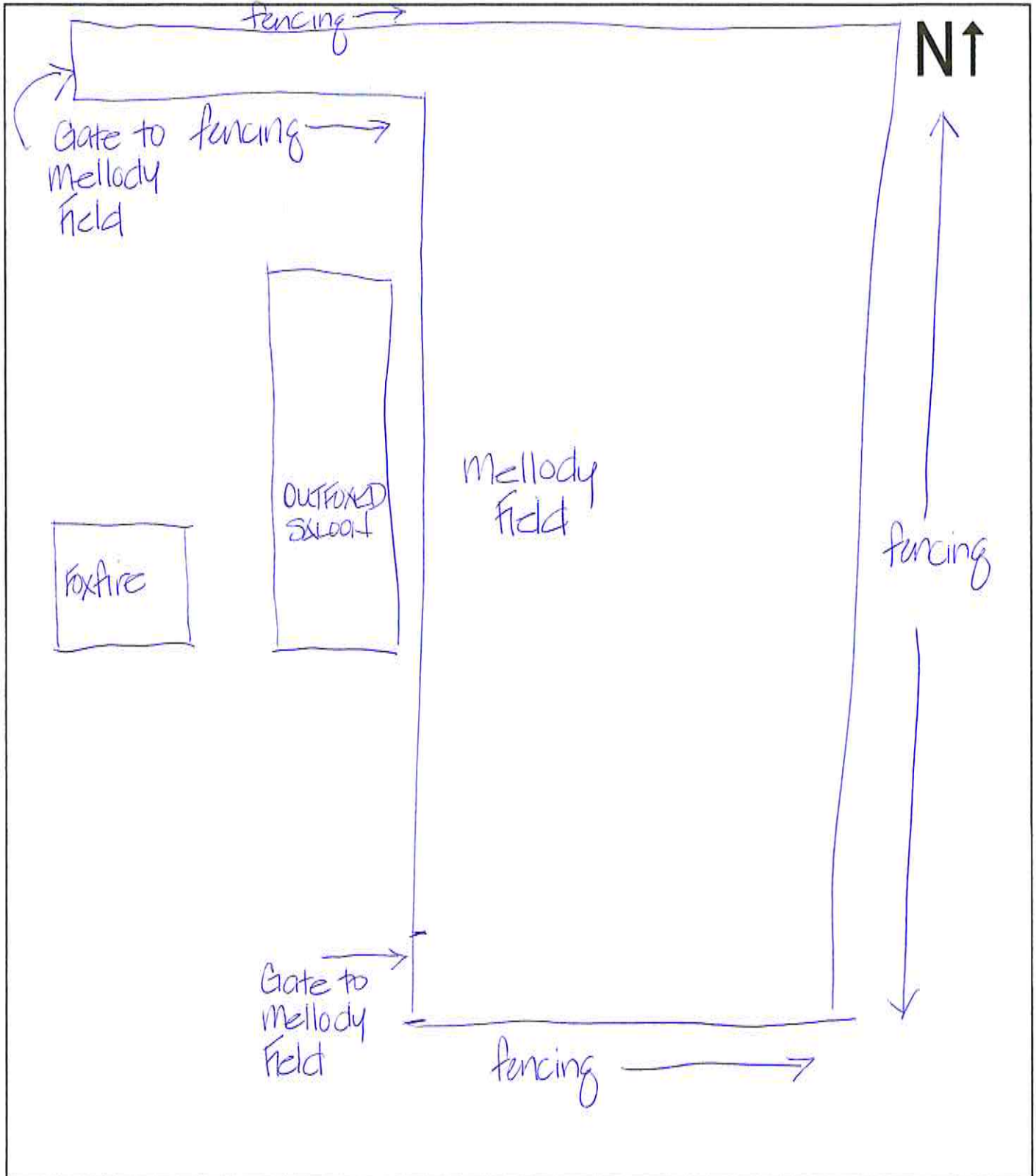
- What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)
 _____ Number of Police _____ Number of Security Personnel Fencing Barriers
 Explanation: SPRINGERVILLE PD PATROLS PERIODICALLY THROUGHOUT
THE EVENT

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>JUNE 30TH</u>	<u>FRIDAY</u>	<u>4:00 pm</u>	<u>9:00 pm</u>
DAY 2:	<u>JULY 1ST</u>	<u>SATURDAY</u>	<u>10:00 am</u>	<u>9:00 pm</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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



SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) Lisa Malcolm declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

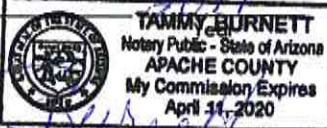
X Lisa Malcolm Signature Title/ Position Officer Date 5/22/17 Phone Number 9282150169

The foregoing instrument was acknowledged before me this 22 Day May Month

State Az County of Apache

My Commission Expires on April 11, 2020 Date

Tammy Burnett Signature of Notary Public



SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) LISA MALCOLM declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

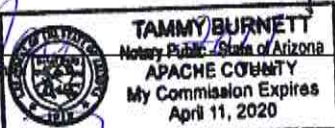
X Lisa Malcolm Signature Title/ Position OWNER Date 5/22/17 Phone Number 9282150169

The foregoing instrument was acknowledged before me this 22 Day May Month

State Az County of Apache

My Commission Expires on April 11, 2020 Date

Tammy Burnett Signature of Notary Public



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

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

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

SECTION 16 For Department of Liquor Licenses and Control use only.

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

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

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

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

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

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____



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

County Manager: Discussion and possible approval of a Fireworks Display Permit Application for Alpine Fire District. The fireworks display will be held on July 1, 2017 in Alpine, Arizona.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



APPLICATION FOR SUPERVISED FIREWORKS DISPLAY PERMIT

Application is hereby made for the granting of a permit to conduct a supervised fireworks display. The display will be conducted as follows:

Name of Applicant Organization: Alpine Fire District
Address of Organization: PO Box 227 Alpine, AZ 85920
Phone Number of Organization: 928-339-4814
Date/Time of Display: July 1, 2017 8:30 P.M.
Address of Display Location: CR 2311 - Alpine Sanitary District Road
Name of Property Owner at Site of Display: Alpine Sanitary District
Place of Storage of Fireworks: Alpine Fire District - Storage Container

1.) Information Regarding Pyrotechnic Operator:

Name: Travis Noth
Phone Number: 928-245-1118

Please attach an explanation of the qualifications, training, experience, or certification of the designated Pyrotechnic Operator. Also attach any relevant documentation or certifications.

2.) Information Regarding Fireworks: The following is a list of the numbers and kinds of fireworks intended to be discharged:

- a.) DOT Class C Displays (Multiple)
- b.) _____
- c.) _____
- d.) _____

3.) This application must be accompanied by proof of a bond in the amount of at least \$1,000,000 or proof of general liability insurance in the same amount. Proof is hereby attached:
Yes No _____

4.) If the display area is within the boundaries of an existing fire district, please attach a letter from the Fire Chief or Fire District Board indicating approval. If the display area is not within the boundaries of a fire district, please attach a letter from an adjacent fire district or department indicating the availability of fire suppression services.

Documentation is attached: Yes No _____

5.) A map of the display area must be attached to this application designating the proposed seating area for spectators, nearby structures, parking areas, public roads, the fallout zone, overhead lines, and designated fire department access to the area.

Map of display area is hereby attached: Yes No _____

PERMIT FOR SUPERVISED FIREWORKS DISPLAY

Apache County hereby grants permission for a supervised fireworks display as follows:

GROUP/ORGANIZATION: Alpine Fire District

Date/Time of Event: Saturday July 1, 2017 @ 8:30 P.M.

Location of Fireworks Display: CR 2311 - Alpine Sanitary District

Pyrotechnic Expert: Travis Noth

Special Conditions of Permit: No Fire Restrictions!

Standard Terms of Permit:

* THIS PERMIT IS VALID ONLY IF NO FIRE RESTRICTIONS ARE IN PLACE IN THE GEOGRAPHIC AREA OF THE DISPLAY SITE AT THE TIME IT IS SCHEDULED TO OCCUR.

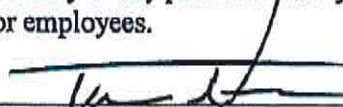
*THE PYROTECHNIC EXPERT RESPONSIBLE FOR THE EVENT SHALL NOT CONDUCT THE DISPLAY UNLESS HE/SHE DEEMS IT SAFE CONSIDERING ALL CONDITIONS AND CIRCUMSTANCES AT THE TIME THE DISPLAY IS SCHEDULED TO OCCUR.

*THE DISPLAY SHALL BE CONDUCTED IN A MANNER CONSISTENT WITH NFPA 1123, CODE FOR FIREWORKS DISPLAY.

*IN THE EVENT THIS EVENT NEEDS TO BE RESCHEDULED FOR WEATHER OR OTHER REASONS, THIS PERMIT IS VALID FOR A PERIOD OF 48 HOURS AFTER THE SCHEDULED DATE AND TIME STATED HEREIN

Clerk of the Board

6.) By signing and submitting this Agreement, the Applicant certifies that the information herein is true and correct to the best of his knowledge, information and belief, and agrees to indemnify Apache County against any and all liability to any person or persons for or by reason of any conditions, whether defective or otherwise, of any fireworks, apparatus, equipment or fixtures furnished by the Applicant in connection with the fireworks display and against any and all liability to any person for or by reason of any act or omission of the Applicant or any of its agents or employees.



Signature of Applicant

Date: 05/05/2017

(Do Not Write Below This Line--To Be Filled Out by Sheriff or Designee Only)

CERTIFICATION OF SHERIFF:

Based on my review of the Application and inspection of the display area, I hereby:

Approve of the display with standard conditions.

Approve the display with the following special conditions:

Disapprove the display. My reason for disapproving of the display is as follows:



Sheriff or Designee

Date: 5-23-17



ALPINE FIRE DISTRICT

P.O. Box 227 - 42688 Highway 180 - Alpine, AZ 85920
Phone: (928) 339-4814 Fax: (928) 339-4290
Email: alpinefire@frontiernet.net

May 2, 2017

Apache County Board of Supervisors,

Alpine Fire District is requesting a Fireworks Display Permit for July 1, 2017. This event will be held in Alpine, AZ on CR 2311 at the Alpine Sanitary District Treatment Plant. Attached is a map of the event area, display site plan and Certificate of Liability. The following personnel will be in charge of the event.

Travis Noth
Fire Chief
FF I & II
EMT-IVC
HAZ-MAT CERTIFIED
Fireworks Productions of Arizona Shooters School 2008

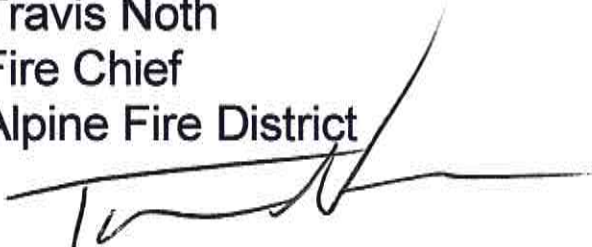


Show Inventory-Site Discharge Plan:

- Fireworks are being donated to the Alpine Fire District for the display.
- Fireworks are DOT Class C Multi-shot consumer fireworks displays. >1"
- Approximate number to be used is 30 displays.
- The exact name of the displays is unavailable until they arrive and we usually receive them a couple of days before the event. At that time they will be available for inspection, this year we should receive them by June 30th.
- All displays will be ignited with a flare attached to a 4ft piece of 1" dowel.
- All displays will be secured with a single piece of wire and staked to the ground.
- Any displays that fail shall be cooled with a water extinguisher and placed into a metal trash can and disposed of appropriately.
- Fallout site will be flagged off prior to the evening of the event, an area no less than 300ft from the display site will be secured and apparatus from the Alpine Fire District will be posted in an area 360° around the display area.
- Clean-up of the area will be done by personnel of the Alpine Fire District under the supervision of the Fire Chief.
- The distributor of the fireworks name is Southern Lights Fireworks.
- Display site will be under the direct supervision of the Alpine Fire District in accordance with NFPA 1123.

Alpine Fire District will have EMS/Fire Personnel on call for the duration of the fireworks show.

Travis Noth
Fire Chief
Alpine Fire District



5/8/2015

Alpine, AZ 85920 - Google Maps

Alpine, AZ 85920

Photos · Search nearby



INFORMATION REGARDING APPLICATION FOR SUPERVISED FIREWORKS DISPLAY

TO WHOM IT MAY CONCERN:

Apache County is happy to provide you with an APPLICATION FOR SUPERVISED FIREWORKS DISPLAY PERMIT for your event to be held in an unincorporated area of the County.

We require that your Application be submitted to the Clerk's Office a **minimum of 30 days prior to your event.**

Please note that the County does not issue display permits if the display will occur on tribal lands, federal lands, state lands, within the boundaries of an incorporated city or town, or on property belonging to a public school district. In those instances, an application must be submitted to tribal authorities, federal authorities, municipal authorities, or the State Fire Marshal as may be appropriate.

In order to expedite processing, when you return your completed Application, please make certain that all information is provided and the required items requested on the application are included. These items are:

- * Proof of bond or insurance
- * A map of the display area
- * Proof that a fire district or fire department has approved the display or is capable of providing fire suppression services in the area of the display
- * A description of the pyrotechnic expert's qualifications, training, experience, certification and/or documentation thereof.

When completed, submit to:

Clerk of the Board
Apache County Board of Supervisors
P.O. Box 693
St. Johns, AZ 85936

Your application and accompanying documents will be forwarded to the Apache County Sheriff's Office for their review and recommendations. After the Sheriff has completed his investigation of your Application, you will be informed of the decision. If you have any questions or we can be of further assistance, please contact the Clerk of the Board at (928) 337-7502.

RESOLUTION NO. 2008-16

A RESOLUTION PURSUANT TO A.R.S. § 36-1603 ADOPTING RULES AND REGULATIONS FOR GRANTING PERMITS FOR SUPERVISED PUBLIC DISPLAYS OF FIREWORKS

WHEREAS, A.R.S. § 36-1601 et. seq. authorizes Apache County to adopt "rules and regulations for granting permits for supervised public displays of fireworks" in unincorporated areas of the County by various organizations and groups, and;

WHEREAS, Apache County presently has no rules or regulations in place that govern the issuance of permits for fireworks displays, and;

WHEREAS, Title 36-1601 et. seq. makes it illegal in the State of Arizona to put on a supervised fireworks display without a properly issued permit, and;

WHEREAS, it is the intent of the Board of Supervisors of Apache County to adopt regulations governing the issuance of permits for fireworks displays that adequately protect public health and safety and limit the danger of damage to structures or fire on public and private lands;

NOW THEREFORE, the Board of Supervisors adopts the following provisions which shall be followed in issuing permits for public fireworks displays:

- 1.) Applications to conduct a public display of fireworks shall be submitted to the Clerk of the Board of Supervisors on a form prescribed by the Board not more than sixty (sixty) days, but not less than 30 (thirty) days, prior to the date of the proposed display. For purposes of this resolution, the term "fireworks" shall be defined as in A.R.S. § 36-1601(1).
- 2.) The Application must be accompanied by a requisite bond in an amount not less than \$1,000,000 (one-million dollars), or proof of general liability insurance in the same amount. Failure to provide a bond or proof of insurance with the Application will result in the denial of the permit.
- 3.) Applications must be accompanied by a map of the display area which designates the proposed seating area for spectators, nearby structures, parking areas, public roads, the fallout zone, overhead lines, and fire department access to the area.
- 4.) Apache County will not review Applications for displays on property within tribal reservation boundaries or municipal boundaries, or displays on property owned by the federal government, state government, or public school districts.
- 5.) Applications shall be reviewed by the Sheriff, who shall also visit and inspect the display area. The Sheriff shall either approve or disapprove the Application. The Sheriff may

approve the application if it is determined that:

- a.) The display will be supervised by a competent pyrotechnic operator. In determining whether this provision is met, the Sheriff shall consider the operator's qualifications, experience, training, and/or certification;
- b.) It appears that the fireworks display will be conducted in a safe location that does not create an unreasonable risk of fire danger;
- c.) That the display will be discharged and fired so that it will not be hazardous to property or persons, and that adequate fallout zones have been designated that are a sufficient distance from the viewing area;
- d.) If the display will be within the boundaries of an existing fire district, that the display has been approved by the fire chief or fire district board. It shall be the responsibility of the Applicant to provide a letter of approval with the Application.
- e.) If the display is not within the boundaries of an approved fire district, evidence of the availability of services from an adjacent fire district or department has been provided. It shall be the responsibility of the Applicant to obtain a letter of approval from the fire district or department.
- f.) The manner and place of storage of the fireworks appears to be safe.
- e.) The organization has provided a sufficient bond or proof of liability insurance.

5.) When the Sheriff has reviewed the Application, it shall be returned to the Clerk of the Board of Supervisors. If the Sheriff has determined that the requirements for issuance of a permit have not been met, the Clerk of the Board shall deny the Application and notify the Applicant regarding the reason for the denial. If the Sheriff has approved the Application, a permit shall be issued by the Clerk of the Board subject to any special conditions designated by the Sheriff.

6.) At the discretion of the Clerk, or upon request by any Board member, approval of a permit may be placed on the Board's agenda for consideration. The Board of Supervisors retains the right to require additional conditions on any permit or to waive any of the provisions of this Resolution.

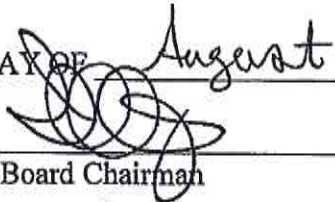
7.) All permits issued pursuant to this Resolution shall state that they are conditioned on:

- a.) no fire restrictions currently in effect within the geographic area of the display site;
- b.) the permit is conditioned on the Applicant storing the fireworks and operating the display in a manner consistent with the standards set forth by the National Fire

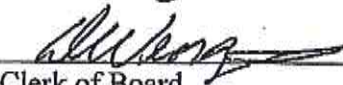
Protection Association, including Section 1123, Code For Fireworks Display.

8.) All permits issued by the County shall be valid only for the date stated on the permit and 48 hours following the scheduled date of the display in the event it needs to be rescheduled due to weather or other conditions.

THIS RESOLUTION APPROVED THIS 26 DAY OF August, 2008.



Board Chairman



Clerk of Board

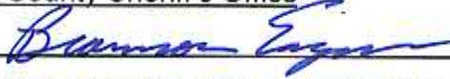
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Sheriff's Office

Date/Signature: May 24, 2017



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

Request to Release Glenn Bay's sick leave

BOS Meeting Date Requested June 2, 2017

PRE-AGENDA ITEM REVIEW

Legal Review:

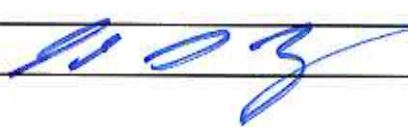
Signature

Finance Review:

Signature

Human Resources Review:

Signature



Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

APACHE COUNTY COMMUNITY DEVELOPMENT STAFF REPORT

Re: Conditional Use Permit for Sun State Towers to construct a 195-foot wireless communications tower near Vernon.

Supervisors,

This agenda item is the final step in the Conditional Use Permit process. Under our zoning rules, buildings cannot be over 35 feet high. So for companies to build cell towers they must get a Conditional Use Permit. Through this process, the applicant must notify the public of its proposed tower before the conditional use can be approved.

For this application, the 72 neighbors within 1000 feet were notified by mail, the applicant held a neighborhood meeting, a notice was put in the newspaper, and notices were posted along the property boundary which borders the highway. A public hearing was then held in front of the Planning and Zoning Commission. Overall, the only input or participation from the public was two neighbors who attended the neighborhood meeting, and they were in support of the project.

The Planning and Zoning Commission voted 6-1 to recommend this application for approval. The one vote for disapproval was by a commissioner who feels that Verizon Wireless is not constructing a cell tower in Greer as quickly as he wanted it to be built. That tower in Greer was approved under a Conditional Use Permit in 2015. So the one vote for disapproval was not about how this tower in Vernon would affect the people nearby, but the speed of construction for a completely separate tower in Greer.

After the Commission recommends an application for approval, there is a 30-day period in which the public can appeal the decision. If no one appeals, then the application is put on the Board of Supervisor's consent agenda. No appeals were filed in this case.

Based on the complete lack of objections to this tower from neighbors or the public, as well as the desire of people in Vernon to have better cell phone service, my department recommends approval of this Conditional Use Permit.

For clarification, this tower is proposed to be built on county owned land. A few weeks ago this Board approved the lease contract for this tower. But the lease contract, which is an agreement between the cell tower company and the land owner, is separate from the conditional use permit process which deals with zoning. That is why the Board is dealing with this tower for the second time.

Devin Brown
Community Development Director



APACHE COUNTY — Community Development Department

P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7527 • Fax: (928) 337-7633

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name: Sun State Towers
Mailing Address: 1426 N Marvin St #101
Gilbert, AZ 85233
Contact Person: Eric Hurley
Phone: (480) 688-1393 Fax: (480) 664-9850
Email: eric.hurley@pinnacleco.net

PROPERTY INFORMATION

Assessor's Parcel #: 106-39-006
Township: 10N Range: 25E Section: 18
Subdivision: N/A
Unit #: N/A Lot #: N/A
Address/Location: No Situs Address
Legal Summary Section: 18 Township: 10N Range: 25E W2
NE4 NW4; NW4 SE4 NW4;
Existing Zoning: Agriculture
Existing Land Use: Roads Department
Lot Size: 58.55 acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.
Sun State Towers is proposing a new 195' self-support
Tower in Apache County. Verizon will be the first wireless
carrier on the tower but it will be designed to support
additional wireless carriers. This will help reduce the
need for future towers for additional wireless carriers.

Temporary Use: ___ Yes ___ X No

SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner in the Planning and Zoning Division.
- Proof of Ownership.
- Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (*See the attached guidelines*)
- Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners Within 300 feet of subject property.
- Seventeen copies of all plans and drawings.
- Map to property.
- A non-refundable filing fee.
- All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Community Development Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant [Signature] Date 3/21/17

Signature of Property Owner (if not the applicant) _____ Date _____

OFFICE USE ONLY	
Received By <u>Spearce</u>	Date <u>3/23/17</u>
Receipt # <u>154504</u>	Fee <u>500.00</u>
Permit # <u>2017-5</u>	
Related Cases _____	
Appeal Filed By _____	Date _____
Receipt # _____	Fee _____

COMMISSION ACTION	
<input checked="" type="checkbox"/> Approved with Conditions (<i>see attachments</i>)	<input type="checkbox"/> Denied
Resolution # _____	Date _____
Chairman <u>[Signature]</u>	Date <u>5-4-17</u>
BOARD ACTION	
<input type="checkbox"/> Approved with Conditions (<i>see attachments</i>)	<input type="checkbox"/> Denied
Ordinance # _____	Date _____
Supervisor _____	Date _____
April 19, 2016	

NARRATIVE REPORT

Sun State Towers Name: AZ12-008 Winchester

Site Address: Near US 60 & Highland Dr.

Vernon, AZ 85940

APN: 106-39-006



Submitted by:

Eric Hurley

Sun State Towers

1426 N Marvin Street, Suite #101

Gilbert, AZ 85233

(480) 664-9588 ext. 234

(480) 688-1393



Purpose of Request

SunState Towers is requesting a Conditional Use Permit to install a Wireless Communication Facility (WCF). Verizon Wireless will be the first carrier to install on the tower. The proposed facility will provide expanded wireless voice and data services, as required by Verizon Wireless' Federal Communications Commission license. This facility is being proposed to improve coverage and capacity. Every WCF has a maximum capacity for the amount of data it can transmit or number of callers it can handle at a single moment in time. The addition of the proposed facility is due to the growing demand in this area and increased travels along Highway 60. With the evolution of wireless technology including current 4G LTE and future 5G technology network densification will continue.

Description of Proposal

Sun State Towers is proposing to develop a new multi carrier monopole structure, on the west side of the Old Nogales Highway. Verizon's objective is to provide high quality and reliable wireless services to their customers. This site will provide improved voice and data services to the area including improvements for E911 and emergency services.

This proposal consists of (i) a 50' x 50' enclosed lease area, containing (ii) a 195' self-support tower, and (iii) a 4'x10' concrete platform supporting associated radio cabinetry. The antenna centerline height proposed is 191' AGL. The ground equipment will be secured and enclosed by a 6' tall chain link fence.

Relationship to Surrounding Properties and Neighborhood Impact

This proposed WCF will not be detrimental to persons residing or working in the vicinity, properties adjacent to the site, nearby residential, or to the public welfare in general. This proposal is in full compliance with the conditions, requirements, and standards, set forth by Apache County Code of Ordinances. The proposed WCF is located on a parcel zoned Agriculture and is located approximately 1000' from the closest residential property. The surrounding properties along Highway 60 and travelers will be the primary beneficiaries of the improved wireless service. This site will also provide improved services to local consumers, commuters, businesses, and first responders.

Hours of Operation

This proposed WCF will operate 24 hours per day, 7 days per week with no personnel onsite. The site will be connected to and monitored by a central switching center. The site will not be open or accessible to the public and will be periodically visited by a Verizon technician for routine maintenance. Typically on-site maintenance is expected to occur approximately once per month. Tech parking available on site.



Noise, Light, Nuisances, and Other Environmental Considerations

This site will not use any water or generate any wastewater or solid waste. Tech lighting has full cut off fixtures on a four hour timer and will only turn on during periodic servicing. The proposed facility will not generate any noxious odors, sounds, or vibrations. Extra noises are limited to small cooling fans within the equipment cabinets and a backup power generator, in case of emergency services. Site will be installed in a county road yard that is graveled and the site will also be graveled to minimize dust from traffic to the site.

Landscaping and Fire Protection

The site will be built in the existing Apache County Roads Department yard. In our discussions with the roads department the site will be cleared of all landscaping prior to construction. Once the site is built the site will not require additional services or landscaping from the county. The site does not have a backup generator or store any flammable liquids. There is not a fire suppressant system on the site because there is not a generator or flammable liquids.

Alternative Site Review

Research was completed to find all WCFs within a 1 mile radius and all vertical structures within a 1 mile radius. Within a 1 mile search area, no existing WCF's of sufficient verticality exists. None of the structures within this area are close enough or tall enough to this area to satisfy Verizon's coverage objective.

Development Schedule

The overall development of this site will take approximately 45 days, with the bulk of work being accomplished in the first 4 weeks. The work will be accomplished during regular business hours and will require the use of standard grading equipment. During this time, there may be multiple vehicles and laborers performing the work. After completion of development, this facility will only require periodic maintenance. Typical maintenance requires one vehicle and can be accomplished in less than an hour approximately once a month.

Collocation Policy and Tower Capacity

The proposed WCF will be designed to support up to two additional carriers. Verizon will be the first carrier on the tower but the site will be owned and maintained by SunState Towers. SunState will market the site as a colocatable option to additional carrier. The design of this tower will help the mitigation of tower proliferation by being designed to reduce the need for additional WCF's.

Site: AZ3 Vernon/Winchester

Address: Near US 60 & Highland Dr., Vernon, AZ 85940



1/18/2017

View 1



Location Map



Proposed

Notes: 860' from proposed site, looking Southwest.

These depictions are for demonstrative purposes only. They are to be used in addition to the engineering drawings for an accurate representation of the site.



Existing

Applicant

Verizon Wireless

126 W. Gemini Drive
Tempe, AZ 85283

Contact

PINNACLE
CONSULTING, INC
1426 North Marvin Street, Suite 101
Gilbert, AZ 85233

Site: AZ3 Vernon/Winchester

Address: Near US 60 & Highland Dr., Vernon, AZ 85940

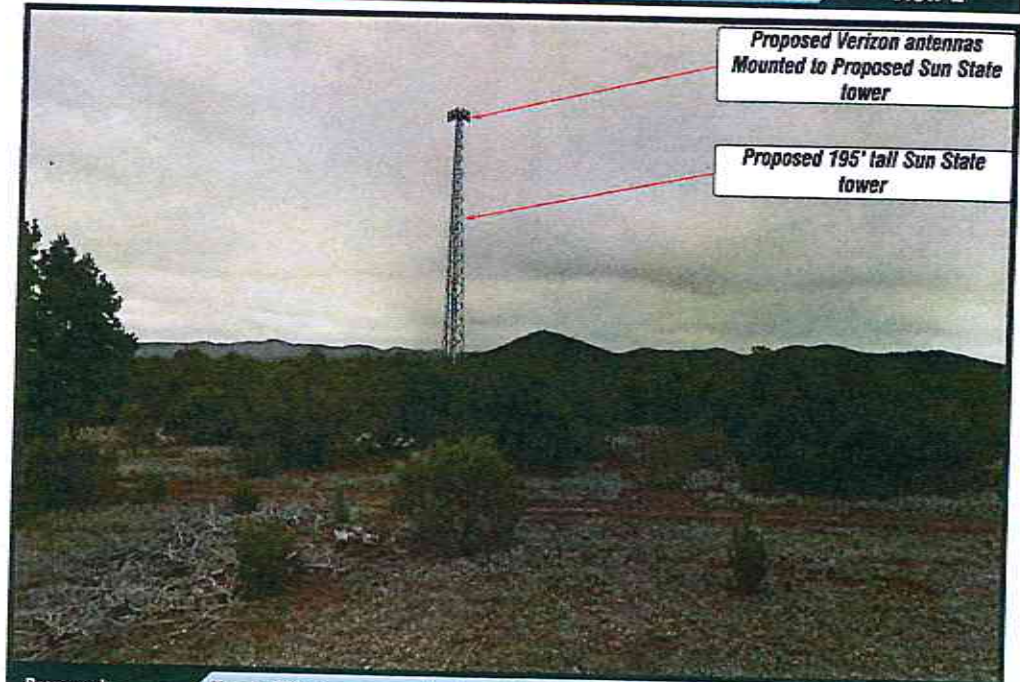


1/18/2017

View 2



Location Map



Proposed Verizon antennas
Mounted to Proposed Sun State
tower

Proposed 195' tall Sun State
tower

Proposed

Notes: 770' from proposed site, looking South.

These depictions are for demonstrative purposes only.
They are to be used in addition to the engineering drawings for an accurate representation of the site



Existing

Applicant

Verizon Wireless

126 W. Gemini Drive
Tempe, AZ 85283

Contact

PINNACLE
CONSULTING, INC
1426 North Marvin Street, Suite 101
Gilbert, AZ 85233

Site: AZ3 Vernon/Winchester

Address: Near US 60 & Highland Dr., Vernon, AZ 85940



1/18/2017

View 3



Location Map



Proposed

Notes: 2890' from proposed site, looking West.

These depictions are for demonstrative purposes only. They are to be used in addition to the engineering drawings for an accurate representation of the site



Existing

Applicant

Verizon Wireless

126 W. Gemini Drive
Tempe, AZ 85283

Contact

PINNACLE
CONSULTING, INC
1426 North Marvin Street, Suite 101
Gilbert, AZ 85233



AZ3 VERNON / WINCHESTER

APN: 106-39-006
 NEAR U.S. 60 & HIGHLAND DR.
 VERNON, AZ 85940
 APACHE COUNTY

PREPARED FOR:



1426 N. MARVIN STREET, #101
 GULBERT, AZ 85323
 PHONE: (480) 377-4246
 FAX: (480) 377-4247

CONSULTING:



Consulting | Project Management | Site Design

1426 N. MARVIN STREET # 101
 GULBERT, AZ 85323

PROJECT NO: 10639006

DRAWN BY: JAC

CHECKED BY: M

REV	DATE	DESCRIPTION	BY
1	05/18	W/REVISION	JAC
2	05/18	W/REVISION	JAC

**FINAL
 FOR ZONING
 ONLY**

VERNON
 NEAR U.S. 60 & HIGHLAND DR.
 VERNON, AZ 85940
 APACHE COUNTY

SHEET TITLE
**PROJECT INFORMATION
 AND DATE**

SHEET NUMBER
T-1

SITE DIRECTIONS
 DEPART 128 W GULBERT DR. TRAFFIC, AZ 85323 ON W GULBERT DR (EAST),
 TOWARD S WAPLE AVE. THEN TURN RIGHT ONTO S WAPLE AVE. TURN
 LEFT ONTO E GORDAURE RD AND USE THE LEFT 2 LANES TO TURN
 LEFT ONTO W PINE RD. TAKE THE AZ-101 N RAMP AND MERGE ONTO
 AZ-101 LOOP N. USE THE RIGHT 2 LANES TO TAKE EXIT 51A/51B TO
 MERGE ONTO AZ-202 LOOP E. TAKE EXIT 13 FOR COUNTRY CLUB DR.
 THEN USE THE LEFT 2 LANES TO TURN LEFT ONTO AZ 47 N N COUNTRY
 CLUB DR. CONTINUE TO FOLLOW AZ 47 N UNTIL AZ 202 E. THEN TURN
 RIGHT ONTO AZ 202 E. CONTINUE EAST ON AZ 202 E UNTIL US 60 E.
 THEN TURN LEFT ONTO US 60 EAW DEUCE OF CLUBS. CONTINUE TO
 FOLLOW US 60 E FOR ROUGHLY 1/4 MILES, THEN SITE LOCATION WILL
 BE ON THE RIGHT.

PROJECT DESCRIPTION
 SCOPE OF WORK
 • INSTALL NEW 15'-0" SUN STATE TOWER'S SELF-SUPPORT TOWER
 • INSTALL NEW 5/8" O.D. CHAIN LINK FENCE
 • INSTALL NEW OUTDOOR POWER CABINET
 • INSTALL NEW OUTDOOR R/F CABINET
 • INSTALL NEW ELECTRICAL SERVICE
 • INSTALL NEW TELLER SERVICE
 • INSTALL (12) NEW ANTENNAS
 • INSTALL (12) NEW REMOTE RADIO HEADS
 • INSTALL (2) NEW J BOXES
 • INSTALL (2) NEW HYBRID CABLES

CLIENT
 VERIZON WIRELESS
 128 W. GULBERT DR.
 TEMPE, AZ 85283
 CONTACT: RICK MEWADA
 PHONE: (602) 393-8644

PROPERTY OWNER
 APACHE COUNTY
 P.O. BOX 429
 ST. JOHNS, AZ 85326

TOWER OWNER
 SUN STATE TOWER
 5425 N. MARVIN STREET #101
 CONTACT: CHAD WARD
 GULBERT, AZ 85323
 PHONE: (602) 452-5514
 SITE ID: AZ12-908
 SITE NAME: WINCHESTER

SITE ACQUISITION
 PINNACLE CONSULTING, INC.
 1426 N. MARVIN STREET #101
 GULBERT, AZ 85323
 CONTACT: ERIC HURLEY
 PHONE: (480) 355-1233 ext. 224

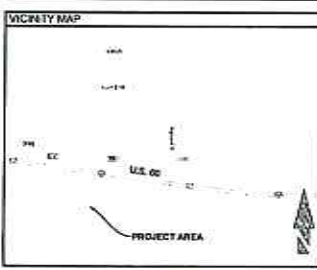
ASE FIRM
 PINNACLE CONSULTING, INC.
 1426 N. MARVIN STREET #101
 GULBERT, AZ 85323
 CONTACT: KYLE FORBEN
 PHONE: (480) 217-4236

PROJECT DATA
 ZONING: AGRICULTURAL
 APN: 106-39-006
 USE: UNMANNED COMMUNICATIONS
 PARENT PARCEL: --- SQ. FT.
 LEASE AREA: 2,600 S.Q. FT.
 JURISDICTION: APACHE COUNTY
 BUILDING CODES:
 2012 INTERNATIONAL BUILDING CODE
 2011 NATIONAL ELECTRIC CODE
 2012 INTERNATIONAL MECHANICAL CODE
 2012 INTERNATIONAL FIRE CODE
 2012 INTERNATIONAL PLUMBING CODE
 ALL BUILDING CODES LISTED ABOVE SHALL
 INCLUDE AMENDMENTS BY THE
 GOVERNING JURISDICTION

NEW SITE LOCATION
 LATITUDE: 34° 19' 0.54" N (NAD83)
 LONGITUDE: 109° 44' 31.73" W (NAD83)
 GROUND ELEVATION: 6123' (NAVD83)

GENERAL NOTES
 1. THIS WIRELESS TELECOMMUNICATIONS FACILITY WILL MEET THE
 HEALTH AND SAFETY STANDARDS FOR ELECTROMAGNETIC FIELDS
 CONDITIONS AS ESTABLISHED BY THE FEDERAL COMMUNICATIONS
 COMMISSION OR ANY SUCCESSION THEREOF, AND ANY OTHER
 FEDERAL OR STATE AGENCY.
 2. THIS WIRELESS TELECOMMUNICATIONS FACILITY WILL MEET THE
 REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION
 REGARDING PHYSICAL AND ELECTROMAGNETIC INTERFERENCE.
 3. LIGHTING OR SIGNS WILL BE PROVIDED ONLY AS REQUIRED BY
 FEDERAL OR STATE AGENCIES.
 4. DEVELOPMENT AND CONSTRUCTION OF THIS PROJECT WILL
 COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.
 5. EXISTING PARKING IS NOT AFFECTED BY THIS PROJECT.
 6. THIS PROJECT DOES NOT INCLUDE WATER OR SEWER.

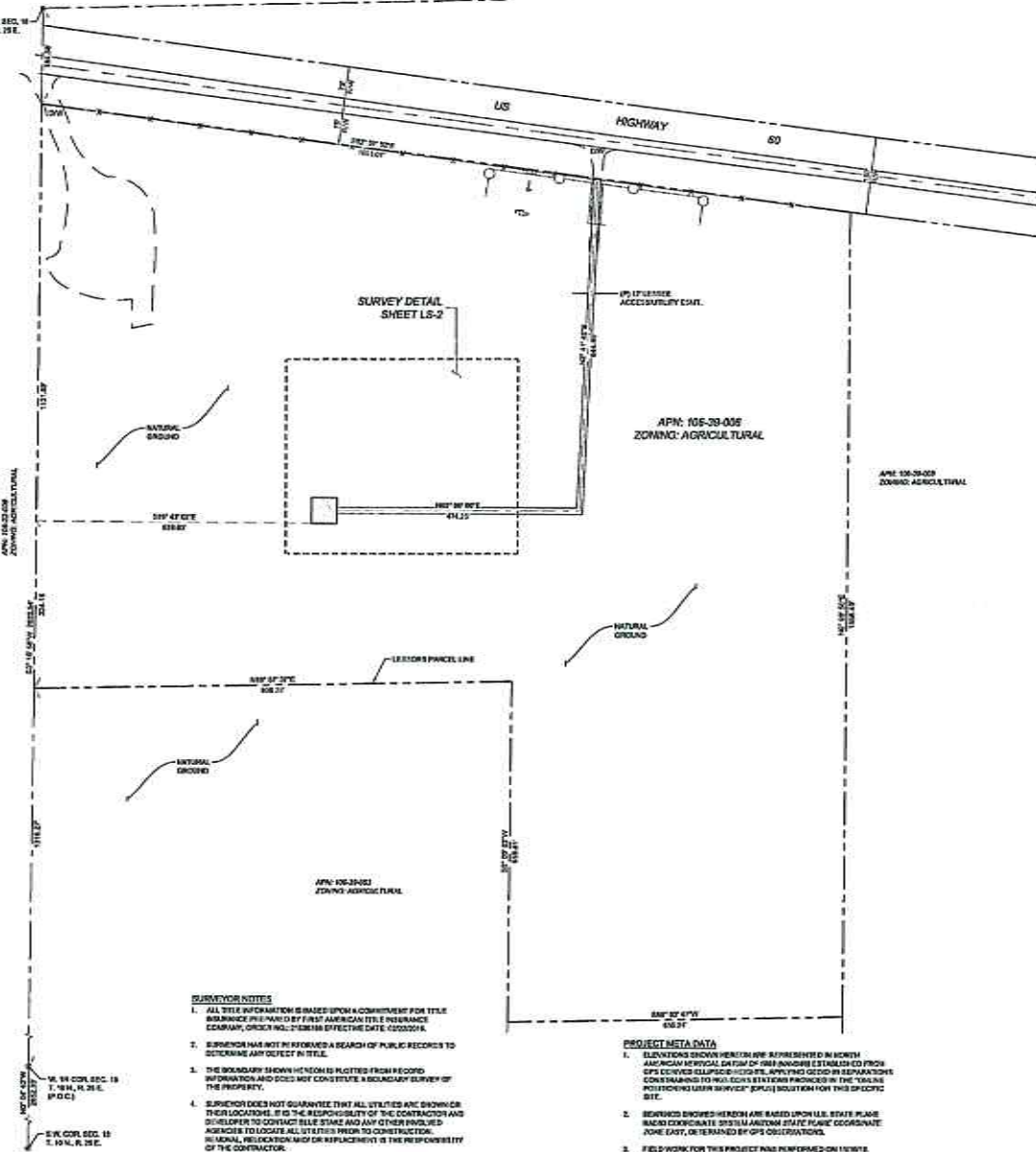
APPROVALS
 (PF): _____ DATE: _____
 (CDIST): _____ DATE: _____
 (FE): _____ DATE: _____
 LANDLORD: _____ DATE: _____



SHEET INDEX

T-1	PROJECT INFORMATION AND DATE
LS-1	BOUNDARY DETAIL
LS-2	SURVEY DETAIL
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN AND ANTENNA PLAN
A-3	ELEVATIONS
A-4	ELEVATIONS

N.W. COR. SEC. 18
T. 10 N., R. 25 E.



POSITION OF GEODETIC COORDINATES
 LATITUDE 34° 01' 11.32" NORTH (NAD83)
 LONGITUDE 109° 44' 28.41" WEST (NAD83)
 ELEVATION @ CORNER= 8188 (NAVD83)

LEGEND

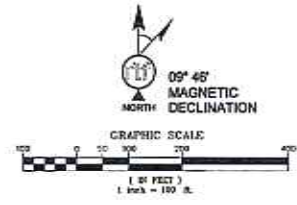
- SURVEY CAP PILE
- ▲ FOUND IR NAILS
- SW ACCESS DRIVEWAY
- NO ANTI-CRACK
- RM RIGHT OF WAY
- TL POWER POLE
- LD DOWN GLY
- SCISSOROUS TREE
- ∨ BREAK IN
- PROPERTY LINE
- PROPERTY LINE (STAKE)
- RIGHT-OF-WAY LINE
- ADJACENT LINE
- CENTERLINE
- CHAIN LINK FENCE
- WIRE OR BARBED WIRE FENCE

LESSOR'S LEGAL DESCRIPTION
 ALL OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 25 EAST OF THE COLLETON RAIL TIER RANGES AND SECTION 10, COUNTY OF MARICOPA, ARIZONA.
 EXCEPT A 1/4 PORTION 1/260 NORTH OF THE SOUTH LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY 60.

SCHEDULE B EXCEPTIONS
 ITEMS 1 THRU 8 OF THE CLIENT PROVIDED TITLE REPORT DO NOT CONTAIN CORRECTIONS TO PLATTING OR SURVEYING, INSTRUMENTS OR OTHER ENCUMBRANCES. THE OFFICE/CANNOT GUARANTEE THAT HIGH PRIORITY ENCUMBRANCES DO NOT EXIST THAT MAY AFFECT THE SUBJECT LEASED PREMISES.

FLOOD ZONE DESIGNATION
 THE PROPOSED LEASE PREMISES DO NOT APPEAR TO BE WITHIN FLOOD ZONE "A" AS DECLARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FROM MAP NO. 0601041E (DATE 3-07-2006).

FLOOD ZONE "X" IS DEPICTED AS AREAS DETERMINED TO BE OUTSIDE 100-YEAR FLOODPLAIN DETERMINED TO BE OUTSIDE THE 1% AND 0.2% ANNUAL CHANCE FLOODPLAINS.



- SURVEYOR NOTES**
- ALL SITE INFORMATION DERIVED UPON A COMMITMENT FOR TITLE INSURANCE PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, OFFICE NO. 2128188 EFFECTIVE DATE 02/03/2014.
 - REFERENCE WAS NOT PROVIDED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEEDS IN TITLE.
 - THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
 - SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTRACT FILE STAKES AND ANY OTHER PROVIDED AGENTS TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. RE-MARK, RE-LOCATE AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

- PROJECT META DATA**
- ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NORTH AMERICAN APPROVAL DATUM OF 1985 AND ARE ESTABLISHED FROM SPOTS CHECKED SURVEYING HEIGHTS. APPROXIMATE SEPARATIONS CONTAINING TO HAZARD'S STATION PROVIDED IN THE "ORIGIN POSITIONED USER SURVEY" (PUS) SOLUTION FOR THIS SPECIFIC SITE.
 - BOUNDARIES SHOWN HEREON ARE BASED UPON U.S. STATE PLANE BROAD COORDINATE SYSTEM (ANTWERP STATE PLANE) COORDINATE ZONE EAST, OR TERMINATED BY GPS OBSERVATIONS.
 - FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 11/15/14.

verizon
 126 W. GEMINI DR.
 TEMPE, AZ 85283

PINNACLE
 CONSULTING, INC.
 Construction - Project Management - Site Development

100 N. MARSH STREET # 101
 CHANDLER, AZ 85226

FIELD BY: JTE
 DRAWN BY: CAR
 CHECKED BY: RLP

REVISIONS

NO.	DATE	DESCRIPTION
2	01/15/17	FINAL
1	11/20/16	PRELIMINARY

RLF
 CONSULTING
 LAND SURVEYING & MAPPING SOLUTIONS
 100 N. MARSH STREET # 101 CHANDLER, AZ 85226
 WWW.RLFCONSULTING.COM TEL: 480-453-1100

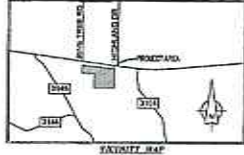
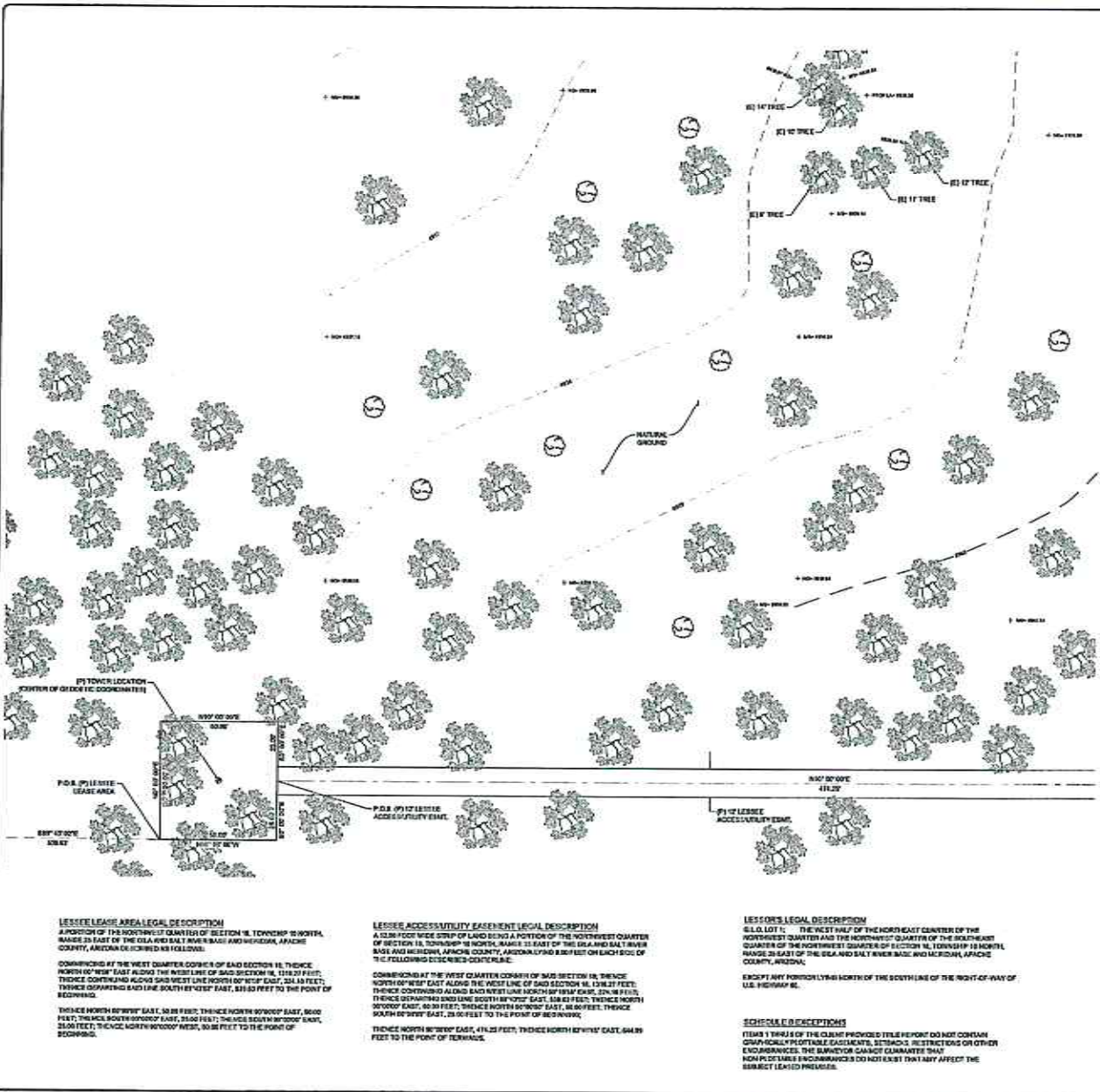


RELIEF OF OBLIGATION
 THE PLAN IS DESIGN INCORPORATED HEREON AS AN INSTRUMENT OF PROFESSIONAL SERVICE TO THE PROPERTY OF RLF CONSULTING, LLC AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

PROJECT NO:
10008355
 SITE NAME:
AZ3 VERNON
AZ12-008 WINCHESTER
 SITE ADDRESS:
NEAR US 60 & HIGHLAND DR
VERNON, AZ 85940

SHEET TITLE:
BOUNDARY DETAIL

SHEET NO. REVISION:
LS-1



POSITION OF GEODETIC COORDINATES
 LATITUDE 34° 07' 11.12" NORTH (NAD83)
 LONGITUDE 107° 44' 55.11" WEST (NAD83)
 ELEVATION @ CHDSM0 - 1537 (MADRS)

LEGEND

- ALLIUM CAP FLASH
- FOUND AS NOTED
- ACCESS DRIVEWAY
- NATURAL GRADE
- RIGHT OF WAY
- POWER POLE
- DOWN CUP
- DECIDUOUS TREE
- BRACKEN
- PROPERTY LINE
- PROPERTY LINE CENTER
- RIGHT-OF-WAY LINE
- MONUMENT LINE
- EOTHEMIC
- DASH LINE FENCE
- WIRE OR BARBED WIRE FENCE

FLOOD ZONE DESIGNATION
 THE PROPOSED LEASE PREMISES SHOWN HEREIN APPEAR TO BE WITHIN FLOOD ZONE "X" AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FROM MAP NO. 60603-0001 (DATE 05/05/05).
 FLOOD ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 100-YEAR FLOODPLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

POSITION OF GEODETIC COORDINATES
 LATITUDE 34° 07' 11.12" NORTH (NAD83)
 LONGITUDE 107° 44' 55.11" WEST (NAD83)
 ELEVATION @ CHDSM0 - 1537 (MADRS)



LESSEE LEASE AREA LEGAL DESCRIPTION
 A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 20 EAST OF THE OLD AND SALT RIVER BASIN AND MCDONALD, APACHE COUNTY, ARIZONA DESCRIBED AS FOLLOWS:
 COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 16, THENCE NORTH 00° 00' 00" EAST ALONG THE WEST LINE OF SAID SECTION 16, 120.00 FEET; THENCE CONTINUED ALONG SAID WEST LINE NORTH 00° 00' 00" EAST, 24.00 FEET; THENCE CONTINUED ALONG SAID WEST LINE SOUTH 89° 00' 00" EAST, 23.00 FEET TO THE POINT OF BEGINNING.
 THENCE NORTH 89° 00' 00" EAST, 23.00 FEET; THENCE NORTH 00° 00' 00" EAST, 24.00 FEET; THENCE SOUTH 00° 00' 00" EAST, 24.00 FEET; THENCE SOUTH 89° 00' 00" EAST, 23.00 FEET TO THE POINT OF BEGINNING.

LESSEE ACCESS EASEMENT LEGAL DESCRIPTION
 A 120-FOOT WIDE STRIP OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 20 EAST OF THE OLD AND SALT RIVER BASIN AND MCDONALD, APACHE COUNTY, ARIZONA DESCRIBED AS FOLLOWS:
 COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 16, THENCE NORTH 00° 00' 00" EAST ALONG THE WEST LINE OF SAID SECTION 16, 120.00 FEET; THENCE CONTINUED ALONG SAID WEST LINE NORTH 00° 00' 00" EAST, 24.00 FEET; THENCE CONTINUED ALONG SAID WEST LINE SOUTH 89° 00' 00" EAST, 23.00 FEET; THENCE CONTINUED ALONG SAID WEST LINE SOUTH 89° 00' 00" EAST, 23.00 FEET TO THE POINT OF BEGINNING.
 THENCE NORTH 89° 00' 00" EAST, 23.00 FEET; THENCE NORTH 00° 00' 00" EAST, 24.00 FEET TO THE POINT OF BEGINNING.

LESSOR'S LEGAL DESCRIPTION
 0.10 LOT 11: THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 20 EAST OF THE OLD AND SALT RIVER BASIN AND MCDONALD, APACHE COUNTY, ARIZONA.
 0.10 LOT 12: THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 20 EAST OF THE OLD AND SALT RIVER BASIN AND MCDONALD, APACHE COUNTY, ARIZONA.

SCHEDULE DESCRIPTIONS
 FIGURE 1 THROUGH 4 OF THE CLIENT PROVIDED TITLE REPORT DO NOT CONTAIN GRAPHICALLY REPRESENTABLE EASEMENTS, EJECTMENTS, EJECTMENTS OR OTHER ENCUMBRANCES. THE SURVEYOR CANNOT GUARANTEE THAT NON-RECORDABLE ENCUMBRANCES DO NOT EXIST THAT MAY AFFECT THE SUBJECT LEASED PREMISES.

verizon
 126 W. GEMINI DR.
 TEMPE, AZ 85283

Pinnacle Consulting, Inc.
 Construction - Project Management - Site Development

103 N. LARSON STREET # 91
 DUBLIN, AZ 85010

FIELD BY: JTB
 DRAWN BY: GAK
 CHECKED BY: RLP

REVISIONS		
NO.	DATE	DESCRIPTION
2	05/17/11	FINAL
1	05/10/11	PRELIMINARY

RLF CONSULTING
 LAND SURVEYING & MAPPING SOLUTIONS
 1001 N. WILSON DR. • TUCSON, AZ 85710
 520.414.7300 • FAX 520.414.7301



BY: THOMAS R. FLETCHER
 REGISTERED PROFESSIONAL LAND SURVEYOR
 THE IDEAS & DESIGN CONCEPTS HEREON ARE AN INSTRUMENT OF PROFESSIONAL SERVICE, AS THE PROPERTY OF RLF CONSULTING, LLC. IT IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

PROJECT NO:
10008355
 SITE NAME:
A23 VERNON
AZ12-003 WINCHESTER
 SITE ADDRESS:
NEAR US 69 & HIGHLAND DR
VERNON, AZ 85940

SHEET TITLE:
SURVEY DETAIL

SHEET NO.
LS-2

PROPOSER

verizon

1401 GARDEN OF EDDY, SUITE 200
PHOENIX, AZ 85018
TEL: 480.771.4201

CONSULTOR

PINNACLE
CONSULTING, INC.

Consultation Project Management & Development

1401 GARDEN STREET # 101
GLENDALE, AZ 85305

PROJECT NO.

VERNON

DRAWN BY

JAC

CHECKED BY

AP

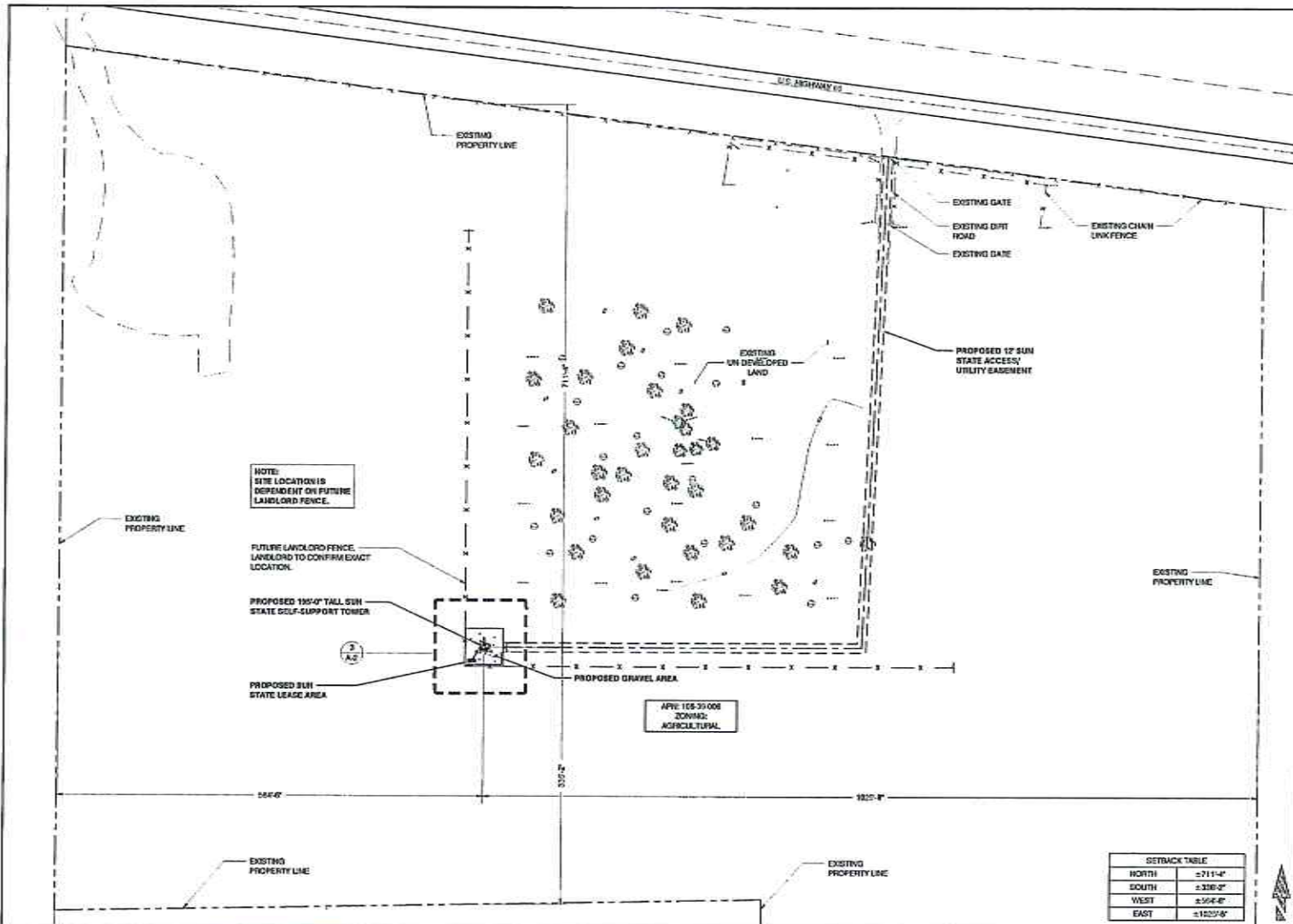
REV	DATE	DESCRIPTION	BY
A	12/19/18	REVISED	JAC
B	12/19/18	REVISED	JAC

**FINAL
FOR ZONING
ONLY**

VERNON
NEAR U.S. 101 & HIGHLAND
VERNON, AZ 85626
MARICOPA COUNTY

SHEET NO.
SITE PLAN

SHEET NUMBER
A-1



SETBACK TABLE

NORTH	= 711'-0"
SOUTH	= 330'-0"
WEST	= 350'-0"
EAST	= 1020'-0"

SHOW SCALE: 1" = 80'
HYP SCALE: 1" = 60'

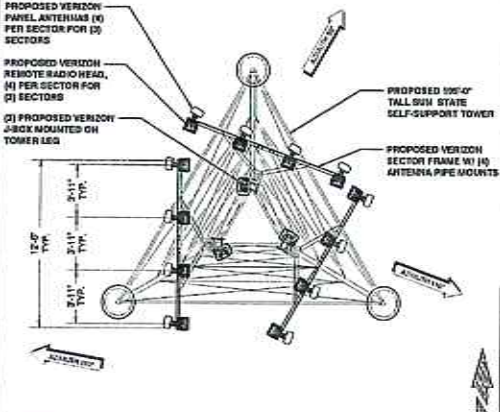
SITE PLAN

NEW COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	LENGTH	QTY.	SIZE	TYPE
ALPHA	30°	±275'	3	1 1/4"	HYBRIFLEX HYBRID CABLE
BETA	110°				
GAMMA	230°				

NOTE:
ALL AZIMUTHS SHOWN ARE RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE.
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR TO INSTALLING ANTENNAS.

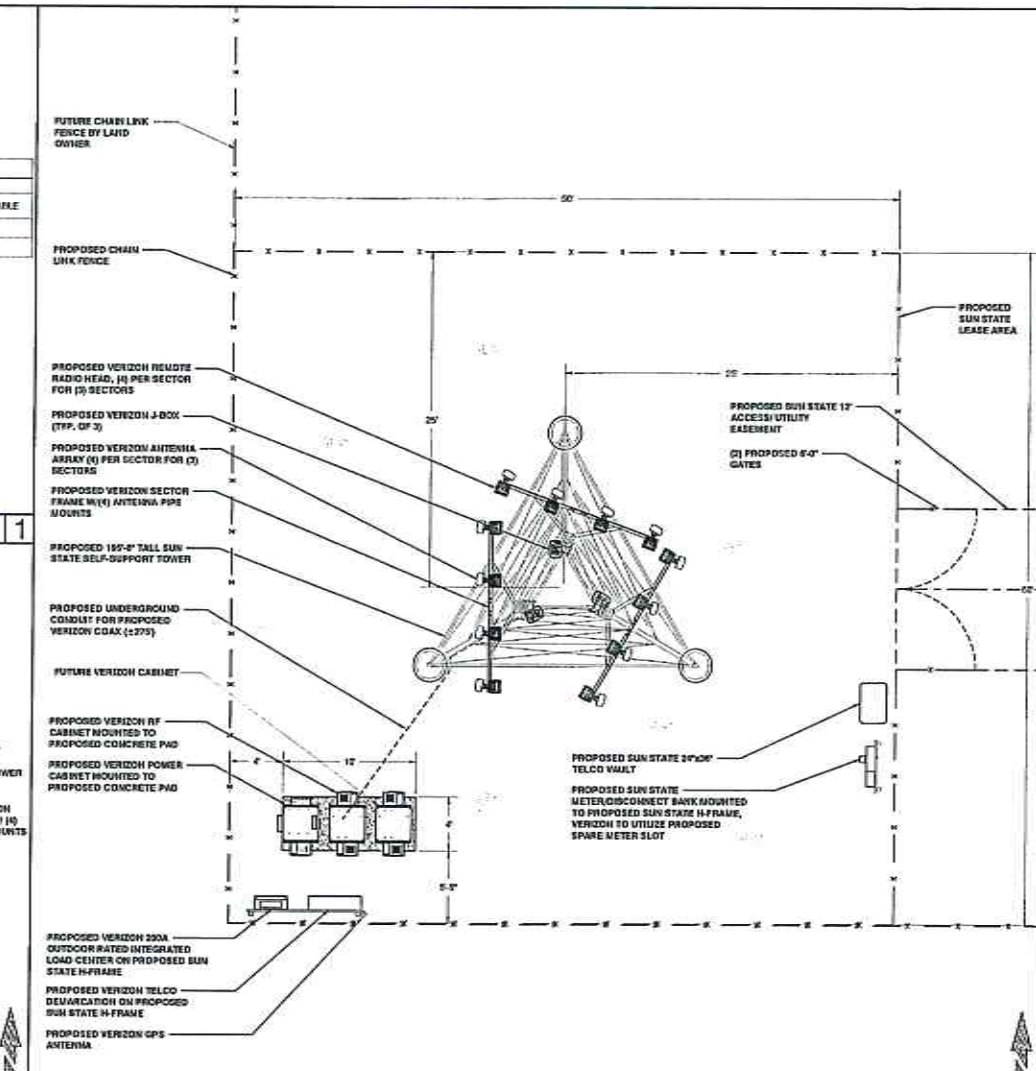
CABLING DETAIL

NOTE:
• ALL AZIMUTHS SHOWN ARE RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE.
• IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR TO INSTALLING ANTENNAS.



ANTENNA PLAN

OVER SCALE: 1/8" = 1'-0"
 1/16" SCALE: 1/8" = 1'-0"



2 ENLARGED SITE PLAN

OVER SCALE: 1/8" = 1'-0"
 1/16" SCALE: 1/8" = 1'-0"

3

PREPARED FOR
verizon
 100 N. GARDEN ST., SUITE 400
 PHOENIX, AZ 85003
 FAX: (602) 771-4331

CONSULTING FIRM
PINNACLE CONSULTING, INC.
 Construction Project Management Site Development
 1408 N. MARSH STREET # 101
 GLENDALE, AZ 85303

PROJECT NO: 100000
 DRAWN BY: JAC
 CHECKED BY: JF

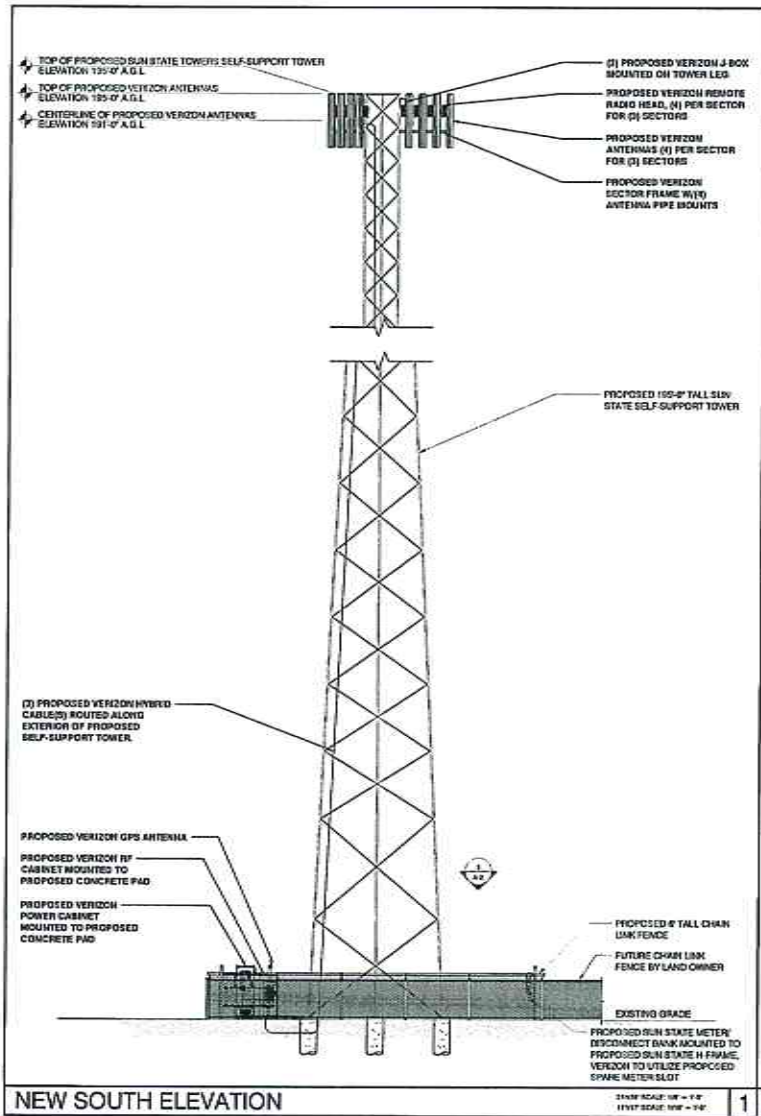
REV	DATE	DESCRIPTION	BY
1	10/18	ISSUE FOR PERMITS	JAC
2	10/18	ISSUE FOR PERMITS	JAC

FINAL FOR ZONING ONLY

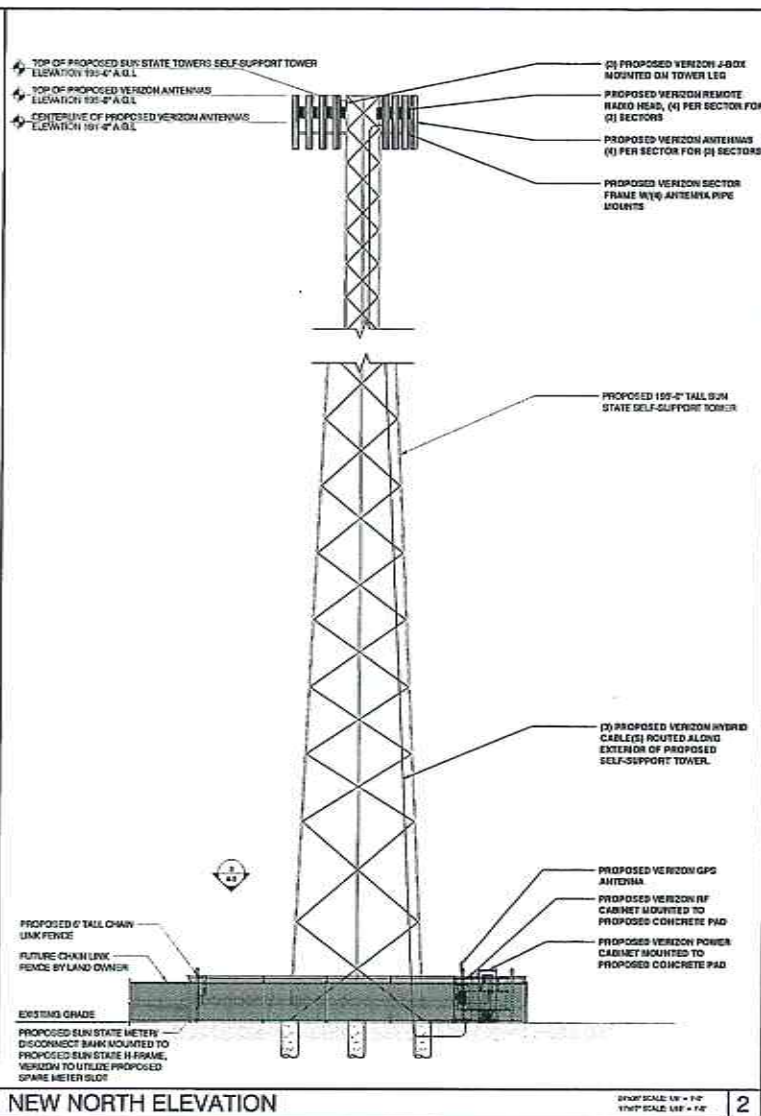
VERNON
 NEAR U.S. 89 ROAD AND
 VERNON, AZ 85645
 MARICOPA COUNTY

SHEET #
ENLARGED SITE PLAN AND ANTENNA PLAN

DRAWN BY
A-2



NEW SOUTH ELEVATION



NEW NORTH ELEVATION

PROVIDER FOR

101 N. GARDNER TRAIL, AZONA
 PHOENIX, AZ 85746
 FAX: (602) 877-4297

CONSULTING FIRM

Pinnacle Consulting, Inc.
 Construction Project Management & Development
 100 N. BARNUM STREET # 101
 SUITE 101, AZ 85724

PROJECT NO.	014002
DRAWN BY:	JAC
CHECKED BY:	MF

REV	DATE	DESCRIPTION	BY
A	12/1/16	REV. DRAWING	JAC
B	12/15/16	REV. DRAWING	JAC

**FINAL
FOR ZONING
ONLY**

VERNON
 1001 U.S. 90 & HIGHLAND DR.
 VERNON, AZ 86086
 YAVAPAI COUNTY

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-3



PROJECT NO: 111010
 DRAWN BY: JAC
 CHECKED BY: JAC

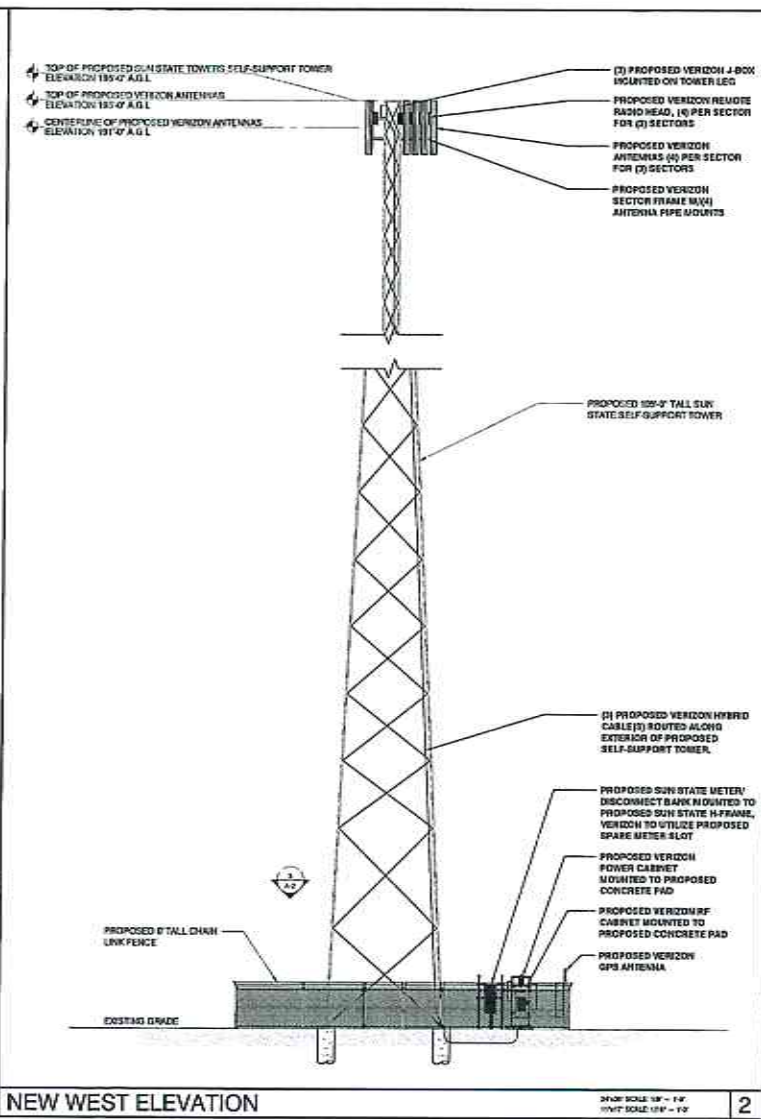
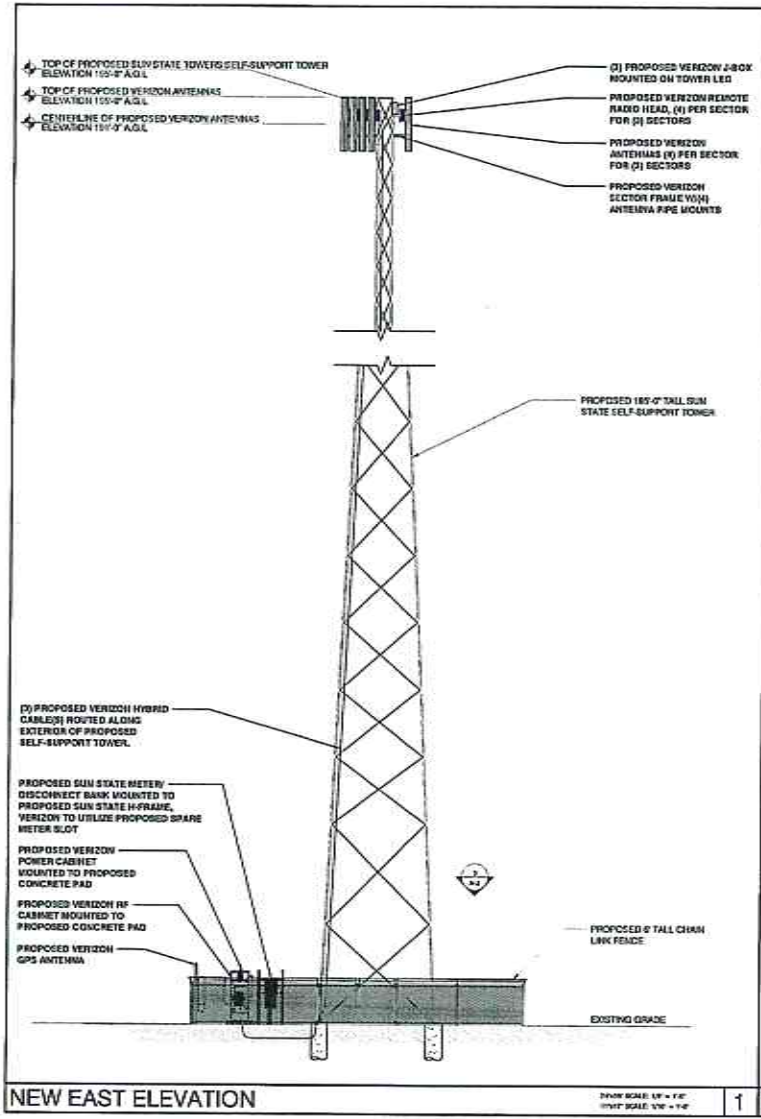
REV	DATE	DESCRIPTION	BY
1	10/11/18	REVISED PER JAC	JAC
2	10/11/18	REVISED PER JAC	JAC

**FINAL
 FOR ZONING
 ONLY**

VERNON
 1425 N. LEBANON STREET
 SUITE 120, SUITE 120, SUITE 120
 ARIZONA COUNTY

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-4



Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Finance Department

Date/Signature:

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

Discuss and possible approval of change to Purchasing Policy competitive bidding to be in alignment with state statute - changing bidding limit to \$100,000.00.

from 50,000 to

BOS Meeting Date Requested 6/06/2017

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

MNW 5-12-17

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

Pro-

Allows County to align with State Statutes.

Provides opportunity for county business to move more proficiently

Cons-

County is not in alignment with State Statues.

County business deals with a much slower process.

11-254.01. County purchasing procedures; purchases to be based on competitive bids; content and issuance of invitations and specifications; basis of awards and rejection of bids; professional services; buildings

A. All purchases of supplies, materials, equipment and contractual services, except professional services, made by the county having an estimated cost in excess of ten thousand dollars per transaction, or the aggregate dollar amount provided for in section 41-2535, if pursuant to section 41-2501, subsection C the board of supervisors adopts the aggregate dollar amount, shall be based on sealed, competitive bids. The county purchasing agent shall make the awards on board of supervisors approval. The invitation for bids and specifications must be issued in sufficient time before the purchase is made and in sufficient detail to permit free competition. Notice of the invitation for bids shall be published in a newspaper in accordance with title 39, chapter 2 unless the board of supervisors, by at least a two-thirds vote of its membership, determines that an emergency exists requiring immediate action to protect the public health or safety. Copies of the invitation and specifications shall be supplied to and bids shall be solicited from qualified sources consistent with the item to be purchased as determined by the county purchasing agent, including all qualified suppliers who before the issuance of the invitation notify the purchasing department in writing that they desire to bid on materials, supplies, equipment or contractual services.

B. Bids shall be opened publicly at the time and place stated in the invitation. On board approval, the county purchasing agent shall make awards with reasonable promptness by giving written notice to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the county concerning price, conformity to the specifications and other factors. The board may reject all bids if rejection is in the public interest.

C. For purchases of ten thousand dollars or less, or for purchases of less than the aggregate dollar amount if the county board of supervisors adopts the amount provided for in section 41-2535, each county shall develop purchasing procedures to comply with the uniform accounting system prescribed by the auditor general under section 41-1279.21.

D. Professional services shall be procured pursuant to written policies developed by the county purchasing agent and adopted by the board of supervisors.

E. All erections of and repairs and alterations to any county building are not subject to this section but are subject to title 34, chapter 2.

41-2535. Procurements not exceeding a prescribed amount; small businesses; simplified construction procurement program

A. Any procurement that does not exceed the aggregate dollar amount of one hundred thousand dollars may be made in accordance with rules adopted by the director, except that the procurements shall be made with such competition as is practicable under the circumstances.

B. Any procurement that does not exceed the aggregate dollar amount of less than one hundred thousand dollars shall be restricted, if practicable, to small businesses as defined in rules adopted by the director. The procurement officer shall rotate the small business solicited to compete for any procurement of less than one hundred thousand dollars. If it is impracticable to restrict a particular procurement to small businesses, the procurement officer shall make a determination setting forth the reasons and place it in the contract file.

C. Procurement requirements shall not be artificially divided or fragmented so as to constitute a purchase under this section and to circumvent the source selection procedures required by section 41-2533 or 41-2534 or be artificially combined to circumvent this section.

D. A procurement involving construction not exceeding one hundred thousand dollars may be made pursuant to rules adopted by the director in accordance with this section that shall be known as the simplified construction procurement program. At a minimum the rules shall require that:

1. A list be maintained of persons who desire to receive solicitations to bid on construction projects to which additions shall be permitted throughout the year.
2. The list of persons be available for public inspection.
3. Agreements for construction be on forms approved by the director.
4. All information submitted by bidders pursuant to this section be confidential according to section 41-2533, subsection D.
5. All bids for construction be opened at a public opening.
6. All persons desiring to submit bids be treated equitably and the information related to each project be available to all eligible persons.
7. Competition for construction projects under the simplified construction procurement program be encouraged to the maximum extent possible.



Apache County Purchasing Policy



INTRODUCTION

The purchasing policy is to promote efficient use of financial resources and minimize administrative time, cost, and effort. An effective purchasing system allows the County to identify the goods and services required for County operations and acquire them as economically as possible within acceptable standards of quality.

The County has developed internal controls over purchasing that provide adequate authorization of and accountability for County expenditures and ensures that procurement policies are consistent with legal requirements and sound business practices.

The purchasing policies and procedures have been developed in sufficient detail to identify the responsibilities, duties, and tasks of employees.

LEGAL REQUIREMENTS

The legal requirements governing County purchasing policies and procedures are primarily derived from the Arizona Revised Statutes (A.R.S.).

1. The Board of Supervisors has the exclusive power to contract for the County. The County may cancel any contract within three years of execution without penalty or further obligation if any person involved in initiating, negotiating, securing, drafting, or creating the contract on the County's behalf is, or becomes, an employee, agent, or consultant of the other parties to the contract. The cancellation is effective when all other parties to the contract receive written notice, unless the notice specifies a later time. Notice of this legal provision must be included in every contract to which the County is a party. A.R.S. §§11-201 and 38-511

2. The County must use sealed, competitive bidding procedures for purchases of supplies, materials, equipment and contractual services, except professional services, with an estimated cost exceeding ~~\$50,000~~ \$100,000, A.R.S. §11-254.01, 41-2535 and 41-2501(C)

The following are exceptions to the requirement:

- a. Sole source purchasing: A contract may be awarded for materials, goods, services or construction items without competition, if the department head determines in writing that there is only one source for the required submission of cost or pricing data in connection with an award under this section. Sole source purchasing shall be avoided except when no reasonable alternative sources exist. A written determination of the basis for the sole source purchasing shall be included in the contract file. A.R.S. §41-2536
- b. Emergency purchasing: Notwithstanding any other purchasing policy, the Board of Supervisors by a two-thirds vote may make or authorize others to make emergency procurements if there exists a threat to public health, welfare or safety or if a situation exists which makes compliance with section A.R.S. §41-2533, 41-2534, 41-2578, 41-2579 or 41-2581 impracticable, unnecessary or contrary to the public interest as defined in rules adopted by the Board, except that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency



and for the selection of the particular contractor shall be included in the contract file.

- c. Search & Rescue: Notwithstanding any other purchasing policy, the Sheriff may make or authorize others to make Search and Rescue procurements if there exists a threat to public health, welfare or safety, or if a situation exists which makes compliance with A.R.S. §41-2533, 41-2534, 41-2578, 41-2579 or 41-2581 impracticable, unnecessary or contrary to the public interest as defined in rules adopted by the Board of Supervisors, except that such Search and Rescue procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the Search and Rescue and for the selection of the particular contractor shall be included in the contract file.
- d. Purchases of ~~\$50,000~~ \$100,000 or less shall be made using the following procedures as recommended by the Auditor General A.R.S. §11-254.01, 41-2535 and 41-2501(c):
- Elected officials and department heads may approve purchases, within their board approved budget, costing less than \$5,000. Board pre-approved budget overrides shall be required for any purchases that exceed approved budgets. The elected official or department head must use reasonable efforts to obtain the lowest and best price.
 - The finance department may approve purchases costing at least \$5,000 but less than \$35,000. Requesting department shall obtain at least three written price quotations, or retain documented evidence of reasonable attempts to obtain three price quotations prior to PO being issued.
 - The County Manager may approve purchases costing at least \$35,000 but not more than ~~\$50,000~~ \$100,000. Requesting department shall obtain at least three written price quotations, or retain documented evidence of reasonable attempts to obtain three price quotations prior to PO being issued.
 - The Board of Supervisors shall approve all purchases for services ~~\$50,000~~ \$100,000 and above. The purchase must have sealed competitive bids and department will provide the bid specifications to the Clerk of the Board of Supervisors.
 - The vendors contacted and their price quotations should be indicated on, or attached to, the file copy of the purchase order. If three quotations cannot be obtained, the County should also document the vendors contacted who did not offer price quotations and the reason why they did not. If a vendor is selected because of reasons other than the lowest price, such as quality of the product or work to be performed, the reasons must be fully documented.
 - The invitation for price quotes must be issued in sufficient time before the purchase is made and in sufficient detail to permit free competition. Normally, ten working days is sufficient time
 - For purchases of \$4999.00 or less, the department head must use reasonable efforts to obtain the lowest and best price. All purchases over \$500 shall be made by purchase order.

The only exceptions to this are:



1. Professional services
2. Jury and witness fees
3. Travel
4. Utilities and communications (telephone, gas, electricity)
5. Postage
6. Uniforms
7. Indigent medical expenses
8. Maintenance agreements
9. Library books
10. Subscription renewals

3. Professional Services A.R.S. §11-254.01

- Professional services shall not be purchased by sealed bids or proposals, but will be negotiated between the Elected Official or Department Head which requires the service and the professional or professionals.
- Persons or businesses engaged in providing the service(s) required, shall submit written statements of qualifications and expressions of interest in providing such service(s) to the Elected Official or Department Head.
- The Elected Official or Department Head will recommend to the County Manager the professional service provider to which a contract, equal to or less than \$20,000 per fiscal year, should be awarded, after considering the qualifications and making a determination that the compensation is fair and reasonable.
- The Elected Official or Department Head will recommend to the Board of Supervisors the professional service provider to which a contract, above \$20,000 per fiscal year, should be awarded, after considering the qualifications and making a determination that the compensation is fair and reasonable.
- The written statements of qualifications and expressions of interest shall be maintained with the contract file.

4. The County may enter into an annual cooperative procurement agreement with the State Procurement Office that allows them to purchase goods or services from any vendor on the state contract. The County may also enter into a written cooperative purchasing agreement with a federal agency. A.R.S. §§41-2632 and 41-2634. A list of these agreements is on file in the Finance Department.

5. The County may enter into agreements with one or more public agencies to make joint purchases. The County may also form separate legal entities, including nonprofit corporations, to contract or perform some or all of the services specified in the contract or agreement. If a separate legal entity is formed, the contract or agreement must specify its precise organization, composition, title, and nature. Any agreement with another public entity must specify the following: duration; purpose; method of financing, establishing, and maintaining a budget; method of accomplishing the agreement's partial or complete termination; method for disposing of property on termination; and any other necessary matters. The County Attorney must review the agreement. A.R.S. §11-952



6. The County may enter into long-term agreements for the purchase of personal property, provided that the County includes a provision allowing it to cancel the agreement at the end of each fiscal year of the agreement. A.R.S. §11-251

7. For construction, the Board of Supervisors must award the contract to the lowest responsible bidder with a satisfactory proposal. However, preference must be given to contractors and bidders who have paid real or personal property taxes in accordance with A.R.S. §§34-241 and 34-243, over any competing contractor or bidder who has not paid such taxes, whenever the bid of the competing contractor or bidder is less than 5 percent lower. In addition, preference must be shown to bidders who furnish materials produced or manufactured in Arizona in accordance with A.R.S. §34-242 over any competing bidder who furnishes materials not produced or manufactured in Arizona whenever the bid of the competing bidder, quality and suitability considered, is less than 5 percent lower.

8. The County must use sealed, competitive bids for any building, structure, addition, or alteration if the total cost of the work, excluding materials and equipment previously acquired by bid, exceeds \$14,000 beginning in fiscal year 1994-95, adjusted each year thereafter for the annual percentage change in the GDP price deflator as defined in A.R.S. §41-563. A.R.S. §34-201.

9. The County Treasurer must disburse County monies either by a warrant issued by the Board of Supervisors or an electronic transfer authorized by the Board of Supervisors. A.R.S. §11-493

10. The County may pay claims exceeding \$500 only upon presentation of a demand, except for payment to jurors, witnesses, victims, and salaries. A.R.S. §11-621

11. At year-end, all outstanding encumbrances will be terminated after 60 days. Warrants may be issued to pay for these liabilities up to 60 days after fiscal year-end. After that, no further payments may be made for prior-year claims. A.R.S. §11-624.01 The County must pay in full for goods and services purchased on account from a nongovernmental entity within 30 days after the goods and services are received and properly billed. A.R.S. §35-342

12. The County must prepare and mail IRS 1099 Forms to vendors by January 31st. Vendors typically include independent contractors, attorneys, accountants, and other professionals to whom \$600 or more is paid in fees, commissions, and other forms of compensation. Vendors requiring 1099 forms may include individuals, partnerships, estates, and, on rare occasions, corporations. The County does not need to prepare 1099 forms for most corporations and all tax-exempt organizations. The County must also file Form 1099 with the IRS by February 28th each year. The County must also obtain taxpayer ID numbers from vendors for 1099 reporting purposes. As such, all vendors



must have a Form W-9 with their taxpayer ID number on record with the Finance Department prior to any purchase.

13. The Board of Supervisors must not consider a demand unless prepared as prescribed in A.R.S. §11-622 and filed by the clerk at least one day prior to the session at which it is to be considered. Demands so filed shall be considered and passed upon at the next regular session after they are presented, unless for good cause the Board postpones consideration of them to a future session. A.R.S. §11-625

14. The County shall not approve or pay a demand in which a County officer is personally interested, or arising out of a contract to which a County officer while in office has been a party of or otherwise personally interested in, and such contract, claim or demand is null and void, except for official compensation of the persons in whose name it is presented. A.R.S. §11-627

15. The Board of Supervisors shall not allow a demand in favor of a person indebted to the County without first deducting such indebtedness, or in favor of an officer whose accounts have not been rendered and approved, or who has neglected or refused to make his/her official returns or report in writing, as required by law, or in favor of any officer who willfully neglects or refuses to perform the duties of his office. The Board may examine the claimant, or any other person, on oath to determine the justness of the demand. A citizen or taxpayer of the County may appear before the Board and oppose the allowance of any demand. A.R.S. §11-628

16. The Board of Supervisors must reject any demand if the demand is not a proper County charge. If the demand is a proper County charge, but larger than is just, the Board may allow the claim in part and draw a warrant for the part allowed. A.R.S. §11-629

PROCEDURES

The purchasing cycle consists of five functions: requisitioning, budgetary control, purchasing, receiving, and accounts payable. Duties must be adequately segregated among employees so that no individual performs all steps of a transaction.

Requisitioning

Generally, County departments are responsible for planning purchase requirements and communicating them to the Finance Department far enough in advance that goods may be ordered in economical quantities. A designated employee within each department should prepare the requisition forms to help ensure that they are accurately completed. Requisitions should include the following information: requesting department, date, description of items, quantity, unit cost, estimated total cost, fund, function, object code, delivery site, and date required. The required services or materials should be described on the requisition in enough detail to allow competitive purchasing. Brand or trade names and catalog numbers may be considered, but they should not be the sole determining factor in the final selection. The department head or a



designated employee should review all requisitions for propriety and approve them. The requisition should be maintained on file in the Finance Department. Once the goods are ordered, the department should match its requisition against the purchase order to ensure the proper goods or services were ordered. If requisitions are prepared online, the County should have equivalent procedures to maintain evidence of applicable reviews and approvals.

Emergency Purchases

An emergency or Search and Rescue condition threatens the functioning of the County, the preservation or protection of property, or the health or safety of the County's citizens and creates an immediate and serious need for materials or services that cannot be met through normal purchasing methods. Emergency and Search and Rescue purchases should be limited to only the materials or services necessary to satisfy the emergency and Search and Rescue need.

For emergency and Search and Rescue purchases to be exempt from legal restrictions, or normal County purchasing requirements, the Board of Supervisors must determine, by at least a two-thirds vote, that an emergency exists, or existed, that requires immediate action to protect the public health or safety. A.R.S. §11-254.01

The department requesting the emergency purchase should prepare all demands attaching the minutes of the Board meeting that declared the emergency. They also must have in writing requests documenting the existence of an emergency or Search and Rescue condition and explaining the immediate purchase need. A copy of each request and amount processed under this procedure should be kept on file in the department requesting the emergency purchase and at the County Finance Department. If the nature of the emergency does not permit time to submit a written request, the department may verbally request approval for the purchase. The Finance Department may approve a written request subsequent to the purchase if:

- The emergency necessitated immediate response and it was impracticable to contact the Finance Department.
- The purchase was made with as much competition as was practicable under the circumstances.
- The price paid was reasonable given the circumstances of the emergency.

Budgetary Control

The budgetary control function is responsible for verifying that sufficient budget capacity exists before the Finance Department issues purchase orders to vendors. The budgetary control function is established within the Finance Department. The estimated cost recorded on completed requisition forms should be compared to budget capacity. If budget capacity is not sufficient for the proposed purchase, this should be noted on the requisition and the requisition should be returned to the Finance Department. If budget capacity is available, the requisition should be approved. Evidence of the budgetary check should be documented on the requisition. After receiving an approved requisition from the budgetary control function, the Finance Department should issue a purchase order to a vendor. If encumbrance accounting is used, monies should be encumbered at that time. The County should maintain records that identify monies committed for expenditures so that an unencumbered and unexpended budget balance may be determined.

Purchasing



The individual departments negotiate purchases with vendors and follow up with vendors when goods are not received or are returned. The County may use several different purchasing methods. The most common method is an outright purchase through the formal purchasing process. Lease purchases and installment purchases may be used to acquire assets when feasible. Some expenditures are specifically exempted from the formal purchasing process. Exempt expenditures may include salaries and related costs, jury and witness fees, utilities, communications, and postage. Other purchases for small dollar amounts and orders that require immediate cash outlay may be paid from petty cash or by check from a revolving fund bank account. The department should select a qualified vendor based on the price quotations or bids received. The department should then complete the requisition by adding the price quotation or bid amount submitted by the selected vendor and a total cost, including tax, delivery, insurance, and other ancillary costs. If the total cost exceeds the estimate recorded on the requisition, budget capacity should again be verified.

Competitive Purchasing - The County must use sealed, competitive bidding procedures for purchases of supplies, materials, equipment, and contractual services, except professional services, with an estimated cost exceeding ~~\$50,000~~, \$100,000 ✓

Purchases of ~~\$50,000~~ \$100,000 or less shall be made using the following procedures as recommended by the Auditor General:

1. For purchases costing less than \$5,000, the County should use procedures providing for adequate and reasonable competition.
2. For purchases costing at least \$5,000 but less than \$35,000, the County shall obtain at least three written price quotations or retain documented evidence of reasonable attempts to obtain three price quotations.
3. For purchases costing at least \$35,000 but not more than ~~\$50,000~~, \$100,000 the County shall obtain at least three written price quotations or retain documented evidence of reasonable attempts to obtain three price quotations. ✓

Whether to request an oral or written price quotation is determined by analyzing the known requirements for an item or a collection of items that, in the aggregate, may result in the purchase of the item(s), above the applicable threshold, from one vendor. The vendors contacted and their price quotations should be written on or attached to the file copy of the purchase order. If three price quotations cannot be obtained, the County should also document the vendors contacted who did not offer price quotations and, if known, the reasons they did not do so. If a vendor is selected because of reasons other than the lowest price, such as quality of the product or work to be performed, the reasons should be fully documented. The invitation for price quotations should be issued in sufficient time before the purchase is made and in sufficient detail to allow vendors to respond. An exception to the above guidelines for price competition may be made in the event of an emergency.

When the County determines that a purchase meets the criteria requiring that it be bid, the County must issue the invitation for bids and specifications in sufficient time before the purchase is made and in sufficient detail to permit free competition.

Notice of the invitation for bids must be published in a newspaper and should be published in the notice in the official newspaper of the County. The official newspaper of the



County is that to which the County annually awards the contract for advertising publications and printing required by the County pursuant to the requirements in A.R.S. §11-255.

Note that unless otherwise specified in law, written notice must be published in a daily paper four consecutive times or a weekly paper once each week for two consecutive weeks.

A.R.S. §39-204 The County must retain an affidavit attached to a copy of the published notice from the newspaper as proof of the publication. A.R.S. §39-205

Copies of the invitation and specifications must be supplied to and bids must be solicited from qualified sources consistent with the item to be purchased as determined by the County purchasing agent. Those sources include all qualified suppliers who, before the invitation is issued, notify the Finance Department in writing that they desire to bid on materials, supplies, equipment, or contractual services. A.R.S. §11-254.01

Bids must be opened publicly at the time and place stated in the invitation. On Board approval, the County purchasing agent must make awards with reasonable promptness by giving written notice to the qualified bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications, and other factors. The Board may reject all bids if rejection is in the public interest. A.R.S. §11-254.01

Construction

The County must use sealed, competitive bids for any building, structure, addition, or alteration if the total cost of the work, excluding materials and equipment previously acquired by bid, exceeds \$14,000 beginning in fiscal year 1994-95, adjusted each year for inflation. A.R.S. §34 201(C)

The County must, upon acceptance and approval of the working drawings and specifications, publish a notice to contractors of intention to receive bids and contract for the proposed work. A.R.S. §34-201

The notice must state:

- The nature of the work required, the type, purpose, and location of the proposed building, and where the plans, specifications, and full information as to the proposed work may be obtained.
- That those contractors desiring to submit proposals may obtain copies of full or partial sets of plans and specifications for estimate on request or by appointment. The return of the plans and specifications must be guaranteed by a deposit, which must be refunded on return of the plans and specifications in good condition.
- That a certified check, cashier's check, or surety bond must accompany every proposal for ten percent of the amount of the proposed bid as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications. The certified check, cashier's check, or surety bond must be returned to the contractors whose proposals are not accepted and to the successful contractor on the execution of a satisfactory bond and contract. However, A.R.S. §34-201 discusses in detail the following exceptions to soliciting bids for construction contracts:
 - Construction of public buildings or additions or alterations to public buildings by inmates of the institution and County employees. A.R.S. §34-201(B)



- Construction of recreational projects including trails, playgrounds, ballparks, and other similar facilities, excluding buildings, structures, and building additions using volunteer workers or workers provided by a nonprofit organization, subject to limitations on the project's cost. A.R.S. §34-201(F)

Construction contracts must be awarded to preferred bidders, as defined in A.R.S. §§34-241 through 243, whenever the bid is within five percent of the lowest bid. The amount of any applicable sales or use tax must not be a factor in determining the lowest bidder if a competing bidder is not subject to sales or use tax. A.R.S. §34-243.01. The Board of Supervisors may reject any or all construction proposals. It may also withhold the award for any reason it determines. A.R.S. §34-201. However, before any contract is executed for construction of a public building, the contractor must furnish the Board of Supervisors with the following bonds made payable to the County. The County should review A.R.S. §34-222 for specifics.

- A performance bond equal to the full contract amount to ensure performance in accordance with the contract's plans, specifications, and conditions.
- A payment bond equal to the full contract amount for the protection of claimants supplying labor or materials to the contractor or his subcontractors in the performance of the work provided for in the contract.

When the Board of Supervisors enters into a construction contract with the selected bidder, the terms of payment must include the following:

- The Board must retain ten percent of all estimates as a guarantee for complete performance of the contract. The monies retained must be paid to the contractor within 60 days after completion or filing notice of completion of the contract. A.R.S. §34-221(B)(2) and (B)(5)
- Instead of the retention explained above, the Board may accept certain securities described in A.R.S. §34-221 in an amount equal to ten percent of all estimates that will be retained by the Board as a guarantee for complete performance of the contract. A.R.S. §34-221(B)(5)
- The County may make progress payments on contracts of less than 90 days and must make monthly progress payments on all other contracts. The progress payments, less any applicable monies retained, must be made within 14 days after the work estimate is certified and approved. A.R.S. §34-221(B)(2)
- When the contract is 50 percent completed, the County may pay one-half of the amount retained, including any securities substituted, on the contractor's request, if the contractor is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained. After the contract is 50 percent completed and if the contractor is making satisfactory progress, no more than 5 percent of any subsequent progress payments may be retained. However, if at any time the County determines that satisfactory progress is not being made, ten percent retention must be reinstated for all progress payments made under the contract after that determination. A.R.S. §34-221(B)(3)
- On completion and acceptance, payment may be made in full, including retained percentages, less authorized deductions. A.R.S. §34-221(B)(4) In addition, the



County should refer to A.R.S. Title 34, Chapter 6 for specific requirements relating to services from architects, assayers, engineers, geologists, and landscape architects, and for construction and land surveying.

Professional Services

The Board of Supervisors must adopt written procedures for the procurement of professional services other than those specified in A.R.S. Title 34. A.R.S. §11-254.01 (See A.R.S Title 34 for exceptions to these following procedures):

1. Professional services shall not be purchased by sealed bids or proposals, but will be negotiated between the head of the department which requires the service(s) and the professional(s).
2. Persons or businesses engaged in providing the service(s) required, shall submit written statements of qualifications and expressions of interest in providing such service(s) to the department head.
3. The Elected Official or Department Head will recommend to the County Manager the professional service provider to which a contract, equal to or less than \$20,000 per fiscal year, should be awarded, after considering the qualifications and making a determination that the compensation is fair and reasonable.
4. The Elected Official or Department Head will recommend to the Board of Supervisors the professional services provider to which a contract, greater than \$20,000 per fiscal year, should be awarded after considering the qualifications and making a determination that the compensation is fair and reasonable.
5. The written statements of qualifications and expressions of interest shall be maintained with the contract file.

Vendor Selection

The County should establish criteria for selecting vendors to ensure that each vendor is a legitimate, established business; is financially responsible; and is able to meet the County's requirements, including but not limited to, proper permits. When a new vendor is being considered, the County may wish to contact the Better Business Bureau, local Chamber of Commerce, or former customers for references. Prices paid to vendors should be periodically reviewed to evaluate the competitiveness of the purchasing function. All County governing board members, officers, and employees are required to complete or update conflict-of-interest statements annually, if any changes exist. A.R.S. §38-503. The County may purchase limited supplies, materials, and equipment from a member of the Board of Supervisors without using public competitive bidding procedures. These purchases are limited to \$300 in any single transaction and no more than \$1,000 annually from any Board of Supervisors member. The policy to allow such purchases must be approved annually. A.R.S. §38-503(C)(2)

Purchase Orders

Purchase orders should be pre-numbered. These procedures provide control over copy distribution and facilitate purchase order filing. Purchase orders should include the County name, pre-numbered purchase order number, account code, date prepared, vendor, County department, expected delivery date, destination, quantity, description, unit, unit price, total cost, and an authorizing signature and date. An authorized employee should prepare and sign the



purchase order. Open purchase orders should be closed at the end of the fiscal year. The accounts payable personnel should maintain an open purchase order file for all outstanding purchase orders. This file should be reviewed periodically to investigate all unmatched or outstanding purchase orders.

Blanket Purchase Orders - The County may use blanket purchase orders for items, such as auto parts, office supplies, and gasoline that are purchased on a recurring basis from the same vendor within a specified time frame. Procedures for preparing, approving, and processing blanket purchase orders are subject to the same internal controls as standard purchase orders. A blanket purchase order should also state a specific time period that the purchase order is in effect and a maximum dollar limit. Invoice amounts paid against a blanket purchase order should be deducted from the total limit to determine the unexpended balance remaining. The County should periodically review open blanket purchase orders and investigate and cancel purchase orders outstanding for more than the specified time period. All blanket purchase orders must be closed with the vendor at year-end and new blanket purchase orders should be issued.

Lease Agreements - Lease agreements are classified as either operating or capital leases (also known as lease purchase agreements). An operating lease is an agreement between a lessee and a lessor for the use of an asset. Title of ownership does not pass to the lessee in an operating lease. Under the provisions of a capital lease, title to the asset passes to the lessee at the end of the lease term. All lease agreements are subject to competitive purchasing requirements. The County may require a requisition and purchase order to be prepared at the inception of the lease agreement and at the beginning of each subsequent fiscal year. The accounts payable personnel should process payments in the same manner as invoices for purchases of goods and services. However, the current portion of a capital lease payable should be encumbered in its entirety at the start of the fiscal year.

Lease-Purchase Agreements - A lease-purchase agreement must be executed for a period of one fiscal year only and allow the County to continue the agreement for succeeding one-year periods until the purchase is completed. The Board of Supervisors may cancel any lease-purchase agreement by giving written notice to the seller. Title to the equipment remains with the seller until full payment has been made. A.R.S. §§11-651, 11-652, and 11-653. The County may also enter into lease-purchase agreements for real property and improvements to real property. The agreement may not extend beyond 25 years. In addition to lease-purchases, the County may enter into other long-term agreements for the purchase of personal property, provided that a provision is included allowing the County to cancel the agreement at the end of each fiscal year of the agreement. A.R.S. §11-251

Installment Purchase Contracts - Installment purchase contracts are similar to capital leases in that the contract requires a specified number of periodic payments. Title may pass at the time the property is transferred, after a specified number of payments, or following the final payment. A requisition and purchase order should be prepared at the initiation of the installment purchase contract to check for sufficient budgetary capacity to make the current year's payments. For budgetary control purposes, a new requisition and purchase order should be prepared in each subsequent year of the installment purchase contract. The current portion of the contract should



be encumbered at the beginning of each fiscal year. Vendor invoices for installment purchase contracts should be processed by the accounts payable personnel in the same manner as invoices for other purchases of goods and services.

Receiving

Each department should designate employees within certain departments to perform the receiving function. Receiving personnel should inspect goods to verify that they meet County specifications and note any damaged goods. The goods should be counted, weighed, or measured, and the quantities received should be recorded on the receiving report. The employee receiving the goods is responsible for signing and dating the receiving report. After delivery, the receiving personnel submit the receiving report to the Finance Department with applicable shipping documents, such as a bill of lading or packing slip. The receiving personnel retain a copy of the receiving report. If goods received are damaged, of substandard quality, or otherwise unsatisfactory, the Finance Department should initiate a request for a credit memo from the vendor. Return shipments are documented by recording the date, vendor name, quantity, description, purchase order number, and other pertinent information. A receipt should be obtained from the vendor or independent carrier for all return shipments. Additionally, all documents relating to the return shipment should be submitted to the Finance Department. The employee responsible for procuring the services or planning the project prepares such receiving reports. Receiving reports are to be signed, dated, and submitted to the Finance Department.

Accounts Payable

All demands or purchase orders must be submitted to the Finance Department by Monday at 12:00pm in order to be included in the current week's run. The Finance Department verifies that all supporting documents are attached, mathematically accurate and that fund distribution is appropriate. All out-of-state vendors are identified for Use Tax Reporting purposes. In addition, all capital assets are identified for proper recording within the capital asset records.

Demands and purchase orders are input into the computer system and a report of all inputs is printed. The Finance Department reconciles what was input into the system with the demand or purchase order to confirm accuracy. An outstanding invoice report is printed and signed by the Finance Department. An open invoice report is printed and given to the Clerk of the Board for the Board's signatures. The checks are printed and disbursed by separate individuals.

The Finance Department maintains and continually updates accounts payable records. Monthly statements from vendors are periodically reconciled to the accounts payable records. The Finance Department should periodically review accounts payables in the accounting records for debit balances, and investigate and resolve such balances.

The County must issue warrants in a timely manner to comply with statute and ensure that vendor discounts may be taken. A.R.S. §35-342 requires that the County pay in full for goods and services received from a nongovernmental entity within 30 days after receipt of the goods and services and written notice of the amount due. If the County fails to do so, it must pay interest on the outstanding balance at the rate prescribed in A.R.S. §44-1201 until the account is paid in full, unless a good faith dispute exists as to the obligation to pay all or a portion of the



account. After warrants are issued to the vendor, invoices are canceled to prevent duplicate payment. This may be accomplished by stamping the invoice with the date of payment and recording the warrant number on it. The canceled invoice, with its attached supporting documentation, is filed in a paid invoice file by vendor. Signature Authorization Sheets must contain a list of employees that are authorized to approve purchase orders and demands for each department and should be submitted to the Finance Department.

Payments on Demand

The County may make payments exceeding \$500 on presentation of a demand. A “demand,” as used within the statute, refers primarily to a claim. Claims for goods or services must be submitted in writing. A.R.S. §§11-621 and 11-622 A County may not pay a demand unless it is received within 6 months after the goods have been received or the services have been performed. Payments due to jurors and witnesses, official salaries, and amounts not exceeding \$500 may be paid without presentation of a demand. The required supporting documentation consists of a purchase order, receiving report, and an itemized invoice. A.R.S. §§11-621 and 11-622

The Board’s minutes must contain the following demand payment information: the demand number, presenter, amount, and paying fund. The minutes must also contain the following warrant information: warrant number, payee, amount, and purpose of payment. A.R.S. §11-623. The Board’s published minutes must report all approved demands and warrants in excess of \$1,000. Published minutes must also report multiple demands and warrants under \$1,000 that were for a single supplier or individual whose cumulative total exceeded \$1,000 in a single reporting period, which must not exceed 30 days. §A.R.S. §11-217

The full minutes of each Board meeting must be published in the County’s official newspaper no later than two months after the meeting. Each newspaper that publishes the Board’s minutes must supply a copy of the published minutes to County public libraries. In addition, the newspaper must make the minutes for the prior three-month period available for use by the public on an online computer information service at no expense to the County. A.R.S. §11-217

Credit Memos

Goods that are returned and the resulting credit memos should be accounted for properly. Documents verifying return shipments from the Finance Department, and credit memos that include reference to the information on the original invoices from vendors should be obtained. The credit memo should include all pertinent information relating to goods returned to vendors, and all other claims, such as short deliveries, freight claims, and claims for damaged goods not returned. If credit memos are not resolved within a specified time period, the accounts payable personnel should contact the vendor to initiate a refund. Credits applicable to current year unpaid invoices should be netted against those invoices prior to payment. Credits applicable to current year invoices that have already been paid should be accounted for as reductions of expenditures. If the credit memo is to be received after the fiscal year in which the goods were purchased, the County should request a cash refund, which is generally recorded as miscellaneous revenue. However, if the credit memo is for a material amount, the County should adjust the beginning fund balance. When the credit memo is issued after the invoice has been paid, a journal entry should be recorded to reflect the receivable due from the vendor.



Year-End Cutoff

At fiscal year-end, the County should prepare a listing of Encumbrances by fund for goods received or services rendered on or before June 30th that will not be paid by June 30th. The list of Encumbrances should include the vendor name, receiving report date, purchase order number, and estimated cost as recorded on the purchase order, or actual cost if the County has received the invoice. The Board may draw warrants on these amounts for up to 60 days after the close of the fiscal year. Any encumbrances outstanding at the end of 60 days lapse.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Finance Department

Date/Signature:

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

Discuss and possible approval to pay off Greater Arizona Development Authority Loan in the amount of \$3,222,773.60. This includes ~~July 1 2017 scheduled payment of \$301,656.00 and the payoff amount of \$2,920,000.00.~~

BOS Meeting Date Requested 6/06/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Handwritten initials

Ellen Bast

From: Ginny Hoyt
Sent: Monday, May 15, 2017 11:28 AM
To: Ellen Bast
Subject: GADA

7.1.17	230,000	4.00%	71,656	301,656
--------	---------	-------	--------	---------

	Principal	Interest	Total Payment 7.1.17
--	-----------	----------	----------------------

Ginny
Apache County Finance Office
337-7621

This email and any reply may be subject to a public records request. Please keep this in mind.

Apache 2007B

Principal \$ 2,920,000.00 2/1 to 7/1

Rate	Principal	Year	Days	Interest
5.000%	\$ 235,000.00	360	1	\$ 32.64
5.000%	\$ 250,000.00	360	1	\$ 34.72
4.000%	\$ 260,000.00	360	1	\$ 28.89
4.125%	\$ 270,000.00	360	1	\$ 30.94
4.125%	\$ 285,000.00	360	1	\$ 32.66
4.250%	\$ 295,000.00	360	1	\$ 34.83
5.000%	\$ 305,000.00	360	1	\$ 42.36
5.000%	\$ 325,000.00	360	1	\$ 45.14
5.000%	\$ 340,000.00	360	1	\$ 47.22
4.375%	\$ 355,000.00	360	1	\$ 43.14
	\$ 2,920,000.00			\$ 372.53
				\$ 2,920,372.53

Ellen Bast

From: Ginny Hoyt
Sent: Monday, May 15, 2017 11:26 AM
To: Ellen Bast
Subject: FW: Apache County Payoff

From: mary.ambrizreyes@usbank.com [mailto:mary.ambrizreyes@usbank.com]
Sent: Tuesday, May 9, 2017 9:25 AM
To: Ginny Hoyt <ghoyt@co.apache.az.us>
Cc: michelle.anderson@usbank.com
Subject: RE: Apache County Payoff

Hi Ginny. Here is what Michelle Anderson sent me - The interest would be 2 days \$745.07 as far as I know they would have to pay on or before July 3

Thank you.

Mary Ambriz-Reyes

Vice President | Relationship Manager
p. 602. 257.5430 | f. 602. 257.5433 | mary.ambrizreyes@usbank.com

U.S. Bank

Global Corporate Trust Services
101 North First Avenue, Suite 1600, Phoenix, AZ 85003 | LM-AZ-X16P | www.usbank.com

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<https://www.usbank.com/securemail/>

From: Ginny Hoyt <ghoyt@co.apache.az.us>
To: "mary.ambrizreyes@usbank.com" <mary.ambrizreyes@usbank.com>
Date: 05/09/2017 08:35 AM
Subject: RE: Apache County Payoff

I just realized that July 2nd is a Sunday. If we chose to make the payoff, it will be the Monday, July 3, 2017. I am correct to calculate 2 days of interest for a payoff date Monday, July 3rd? Is there a time when the wire would need to be sent to avoid another day of interest?

Thank you

Ginny
Apache County Finance Office
337-7621

This email and any reply may be subject to a public records request. Please keep this in mind.

From: mary.ambrizreyes@usbank.com [mailto:mary.ambrizreyes@usbank.com]
Sent: Thursday, May 4, 2017 10:26 AM
To: Ginny Hoyt <ghoyt@co.apache.az.us>
Cc: Ryan Patterson <rpatterson@co.apache.az.us>; michelle.anderson@usbank.com
Subject: Apache County Payoff

Hi Ginny. See attached spreadsheet showing the payoff (contemplates the scheduled payment being made on 7/1/2017). Please note U.S. Bank must notify GADA of the prepayment 10 Business Days prior to 7/2/2017 in order for the Prepayment to be processed.

Let me know if you have any additional questions.

Mary Ambriz-Reyes

Vice President | Relationship Manager
p. 602. 257.5430 | f. 602. 257.5433 | mary.ambrizreyes@usbank.com

U.S. Bank

Global Corporate Trust Services
101 North First Avenue, Suite 1600, Phoenix, AZ 85003 | LM-AZ-X16P | www.usbank.com

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<https://www.usbank.com/securemail>

----- Forwarded by Mary J Ambriz-Reyes/AZ/USB on 05/04/2017 10:12 AM -----

From: Michelle S Anderson/MN/USB
To: Mary J Ambriz-Reyes/AZ/USB@USB
Date: 05/04/2017 09:26 AM
Subject: Correct spreadsheet Apache

Hi,

Thank You

Please let me know if you have any questions.

Sincerely,

Michelle Anderson,
Trust Officer.
p. 651-466-6139 | f. 866-404-8094 | Michelle.anderson@usbank.com

U.S. Bank Global Corporate Trust Services
West Side Flats
60 Livingston Ave, St. Paul, MN 55107 | EP-MN-WS3T | www.usbank.com

Please see the attached link for our Secure E-mail: <https://www.usbank.com/securemail>

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<https://www.usbank.com/securemail>

<https://res.cisco.com/websafe/help?topic=ContactSupport>

<https://www.youtube.com/playlist?list=PLD320F3D8E7F8C935>

U.S. BANCORP made the following annotations

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

U.S. BANCORP made the following annotations

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Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature:



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

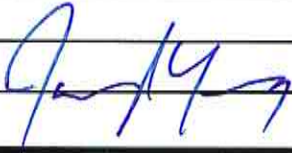
Discuss and possible approval to engage services of REDW to write financials for FY2016 and FY2017.

BOS Meeting Date Requested 6/06/17

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials





May 11, 2017

Ryan Patterson, Finance Director
Apache County Arizona
PO Box 428
St. Johns, Arizona, 85936

Dear Ryan:

We are pleased to confirm our understanding of the services we are to provide Apache County Arizona (the "County") for the years ended June 30, 2016 and 2017. We will prepare the government-wide and fund financial statements for the County along with the related footnotes, required supplementary information (RSI) and supplementary information other than RSI.

We will not express an opinion or provide any assurance on the financial statements or related footnotes. Additionally, we will not provide reports related to internal controls related to the financial statements or internal controls related to major programs. We will also not express an opinion or provide any assurance on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Independence Matters

Our services do not include authorizing, executing or consummating transactions or otherwise exercising authority on your behalf, preparing source documents evidencing the occurrence of a transaction, or supervising the County's employees in the performance of their normal recurring activities. Under no circumstances will we take on the role of management, make management decisions, provide any oversight of your financial reporting function, or design or implement internal control or other systems.

Management is responsible for the aforementioned financial statements and all accompanying information as well as all representations contained therein. Management is responsible for selecting the appropriate financial reporting framework. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements. Management is responsible for making all management decisions and performing all management functions relating to the financial statements, SEFA, and related notes and for accepting full responsibility for such decisions. Further, management is required to designate an individual with suitable skill, knowledge, or experience to oversee the services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Ryan Patterson, Finance Director
May 11, 2017
Page Two

Management is also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the County and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Engagement Administration, Fees, and Other

We understand that the County's employees will properly reconcile and adjust general ledger account balances and will prepare or provide copies of reconciliations, detail schedules and other information supporting financial statement balances, footnotes and the schedule of expenditures of federal awards.

Tom Friend is the engagement principal and is responsible for supervising the engagement. Our engagement ends on delivery of the financial statements. Any follow-up services that might be required will be a separate, new engagement. We may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We estimate that we will need approximately 200-225 hours (for each fiscal year) and our fee for the services described herein will be approximately \$27,250 - \$30,000 for each fiscal year, at our average billing rate of \$135 per hour. It is based on the assumptions that unexpected circumstances will not be encountered during the engagement and that the County's employees will record all transactions and properly reconcile and adjust general ledger account balances in accordance with U.S. generally accepted accounting principles, and will fully cooperate and provide timely assistance to include, but not be limited to: preparing or providing copies of reconciliations, detail schedules and other information supporting financial statement balances, footnotes and the SEFA. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If any extended services are requested by the County, or if such services are required to complete the engagement (for example, if accounting records are not reconciled or otherwise not ready for financial statement preparation), they would be billed additionally between \$110 and \$310 per hour depending upon the degree of responsibility involved and the experience level of the personnel assigned. In that case, we will discuss the situation with you before proceeding.

Our invoices for these fees will be due as work progresses. Account balances outstanding over 60 days will be charged a late fee at the rate of 1½% per month. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated

to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination, plus our costs of collection, including late charges and attorney fees.

The County agrees that REDW shall not be liable to the County, nor any other person or entity for any claims, demands, damages, losses, penalties or expenses arising from an engagement, or from the services provided under an engagement except to the extent as provided in the following paragraph. Our services are not designed to detect fraud, irregularities or misrepresentations in accounting, investment or other materials provided to us or to the County and used in connection with the performance of our services. Our responsibility is limited to the period(s) covered by the services that we provide and does not extend to any earlier or later periods. Should information become known that would make our continued involvement in any engagement inappropriate, we reserve the right to withdraw from the engagement.

The County agrees that our maximum liability to the County for any negligent errors or omissions committed by us in the performance of an engagement will be limited to the amount of our fees for the engagement, except to the extent determined to result from our gross negligence or willful misconduct. In the event that we are found to have acted with willful misconduct or gross negligence, resulting in damages to the County, the damages against REDW shall be limited to the actual amount of damages caused by such gross negligence or willful misconduct. In no event shall REDW be liable for special, punitive, exemplary or consequential damages. Unless REDW expressly agrees otherwise, REDW shall not be liable for any damages resulting from any delay in the anticipated completion of the work under any engagement. The County shall indemnify and hold REDW and its personnel harmless from and against any claims, liabilities, costs and expenses (including, without limitation, attorney's fees and the time of REDW personnel involved) brought against, paid or incurred by REDW at any time and in any way arising out of or relating to REDW's services under this engagement, except to the extent finally determined to have resulted from the gross negligence or willful misconduct of REDW personnel.

In the unlikely event the County and REDW differ about our services or fees, and cannot resolve the differences ourselves, both parties agree the matter will probably involve complex business or accounting issues. Accordingly, the County and REDW agree to waive any right to a trial by jury in any action, proceeding or counterclaim arising from or relating to our services and fees from any engagement. In order to resolve any differences ourselves, if possible, and to attempt to minimize any costs associated with resolving our differences, the County and REDW agree to first use formal mediation, conducted by a neutral facilitator acceptable to both parties. If the County and REDW cannot agree upon a neutral facilitator within thirty days of a demand for mediation, both parties agree to use a mediator appointed by and mediation pursuant to rules established by the American Arbitration Association. If mediation is unsuccessful, both parties agree such issues would be decided most equitably to us both by arbitration. Any arbitration shall be conducted in Phoenix, Arizona. Any party desiring to submit a dispute to arbitration shall give notice in writing to the other of its desire to arbitrate and specifying the dispute. The parties shall have thirty (30) business days to agree upon an arbitrator or failing agreement, each party shall select their own arbitrator within such time who shall then select the arbitrator for the dispute.

Ryan Patterson, Finance Director
May 11, 2017
Page Four

The County agrees to indemnify and hold harmless REDW_{LLC}, its affiliates, members, directors, officers, employees and agents, of and from all liabilities, cost, claims and expenses (including reasonable attorneys' fees) incurred by or imposed on REDW arising out of or in connection with, REDW's performance of its duties under each engagement.

Thank you for the opportunity to continue to serve the County. We believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and date the enclosed copy and return it to us.

Sincerely,

REDW_{LLC}



Thomas L. Friend, CPA
Principal

Confirmed on behalf of:

Apache County Arizona

Officer signature

Title

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazarro, Grants Coordinator

Date/Signature: 5/25/2017



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

Discussion to accept or reject bid #137-17 for the Alpine Streetlights Community Development Block Grant (CDBG) project.

//BOS Meeting Date Requested 6/6/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____



Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



ALPINE STREETLIGHTS CONSTRUCTION CONTRACT

THIS AND ALL CONTRACTS SHOULD BE REVIEWED BY LEGAL COUNSEL BEFORE SIGNING.

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between The Board of Supervisors of Apache County, State of Arizona (hereinafter called the "County") acting herein by the Chairman of Apache County, hereunto duly authorized, and E. W. Peake Enterprises LLC (hereinafter called the "CONTRACTOR") acting herein _____ hereunto authorized.

WITNESSETH THAT:

The County desires to engage the CONTRACTOR to render construction services for the purchase and installation of 20, twenty, streetlights along highways 180 and 191 in Alpine, Arizona as part of the CDBG 137-17 grant contract.

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

Purchase and installation of 20, twenty, streetlights along highways 180 and 191 in Alpine, Arizona.

2. Access to Information

It is agreed that all information, data reports, records and plans as are existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the County and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the County and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in the AIA Contract and this addendum.

3. Project Manager - Administration

The County has designated *Malena Bazurto, Apache County Grants Coordinator*, as project manager. The project manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with CDBG requirements.

4. Architect

The Project has not been assigned an architect.

5. Contract Times

The work will be completed and ready for final payment within *ninety (90)* calendar days of the date in the Notice to Proceed.

6. Liquidated Damages

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that the County will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the County if the work is not completed on time. Accordingly, instead of requiring any such proof, the County and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the County \$500.00 for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

7. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed:

\$ 105,000.00. Originals of the Applications for Payment are to be submitted no later than *the first day of the month to:*

*Apache County
Attention: Malena Bazurto
PO Box 428
Saint Johns, AZ 85936*

Additionally, no later than the first day of the month, a copy of the Application for Payment is to be emailed to: Malena Bazurto, Apache County Grants Coordinator at mbazurto@co.apache.az.us

On a weekly basis, the COUNTY shall review and verify the percentage, progress and quality of work completed. On a weekly basis, Project Manager shall verify compliant completion of all necessary documentation required by CDBG, including but not limited to, federal Labor Standards/Davis-Bacon.

The County and CONTRACTOR mutually agree that the County will make a progress payment based the certification of the Project Manager and approved (by a duly authorized representative of the County) estimate of the work covered by the corresponding Application for Payment, subject to those conditions stipulated below and in other parts of the contract documents.

The County will make payments in the amount equal to ninety percent (90%) of work completed (i.e. County will retain ten percent (10%) of each estimate as additional guarantee for complete performance of the work), less the aggregate of payments previously made and less such deductions as the COUNTY determines are appropriate to cover claims requiring a greater sum to be retained.

Except as qualified above, upon final completion and acceptance of the work or designated part of the work on which separate final completion and acceptance and contract price are specified and upon compliance with other terms and conditions of the contract documents, payment may be made in full, the County may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

The County may deduct from each progress payment and final payment an amount equal to the County's estimate of the liquidated damages then due or that would become due based on the County's estimate of late completion of the work if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule.

8. Indemnification

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the County and its agency members, and the State of Arizona Department of Housing (ADOH) from and for any violation caused by him and shall assume full responsibility for payment of federal, state and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

9. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona and all obligations of the parties created hereunder are performable in Apache County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

10. Project Familiarity and Identification of Conflicts

In order to induce the County to enter into this Agreement, CONTRACTOR makes the following representation:

- a. CONTRACTOR has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- b. CONTRACTOR has given the PROJECT MANAGER a written notice of all conflicts, errors or discrepancies discovered in the contract documents and the written resolution thereof by the PROGRAM MANAGER is acceptable to the CONTRACTOR.
- c. CONTRACTOR has examined and carefully studied the contract documents and other related data identified in the bidding documents including "technical data".
- d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

11. Insurance

Certificate(s) of Insurance naming the County, Arizona Department of Transportation and The Alpine Alliance as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.

- Workers' Compensation (statutory)
- Protective Bodily Injury
- Personal Property
- Automobile Bodily Injury and Property Damage

12. Timely Submission of Labor Standard Forms

All forms necessary for compliance with the Davis-Bacon Wage Act, as identified in the section Labor Standards shall be delivered to Apache County prior to issuance of the Notice to Proceed and on a weekly basis during construction.

13. Contract Documents

The contract documents which comprise the entire agreement between the County and the CONTRACTOR concerning the work consist of the following.

- *This Agreement pages _____ to _____*
- *Exhibit A: Terms & Conditions*
- *Certifications*
- *Performance, Payment and other Bonds*
- *Notice to Proceed*
- *General Conditions and Supplementary Conditions*
- *Specifications and drawings incorporated in the bidding documents*
- *Bidding documents including addenda acknowledged in CONTRACTOR bid.*

14. Terms and Conditions

This Agreement is subject to the provisions entitled "Terms and Conditions" attached hereto and incorporated by reference herein as Exhibit A. This Addendum shall be interpreted as if Exhibit A were printed in full herein.

15. Certifications

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR in the bid dated 5/30/17 and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:

Apache County

County Attorney

Chairman of the Board of Supervisors

ATTEST:

CONTRACTOR:

County Manager



President

EXHIBIT A: TERMS AND CONDITIONS

1. Termination of Contract

- a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the County shall thereupon have the right to terminate the contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the CONTRACTOR under this contract shall, at the option of the County, become COUNTY property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the CONTRACTOR and the County may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the County from the CONTRACTOR is determined.

- b. The County may terminate this contract at any time by giving at least ten (10) days written notice to the CONTRACTOR. If the contract is terminated by the County as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.
- c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

2. Sanction, Penalties and Debarment

A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages and/or debarment of the contractor.

3. Changes

The County may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the County and the CONTRACTOR, shall be incorporated in written amendments to this contract.

4. Personnel

- a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this contract shall be sub-contracted without the prior written approval of the County. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

5. Assignability

The CONTRACTOR shall not assign any interest on this contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the County thereto: provided, however, that claims for money by the CONTRACTOR from the County under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

6. Reports and Information

The CONTRACTOR, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.

7. Records Maintenance and Retention

The CONTRACTOR shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the County to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) unless permission to destroy them is granted in writing by the County.

8. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the County, ADOH or HUD.

9. Copyright

No report, plan, drawing or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

10. Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments and the CONTRACTOR shall save the County harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this contract.

The Section 3 clause must be included in all Section 3 covered contracts. Delete this section if not applicable.

11. Section 3 Compliance with the Provision of Training, Employment and Business Opportunities

- a. *The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- b. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*
- c. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for*

each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The contractor agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the sub-contract or in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR part 135. The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR part 135.*
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.*
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: 1) preference and opportunities for training and employment shall be given to Indians; and 2) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).*

12. CONTRACTOR will comply with the requirements of the Americans with Disabilities Act (ADA).

13. Interest of Members of a COUNTY Governing Body

No member of the governing body of the County and no other officer, employee or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

14. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the

program, shall have any personal financial interest, direct or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

15. Interest of CONTRACTOR and Employees

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this contract.

16. Access for Persons with Disabilities

In performing all construction CONTRACTOR agrees to comply with the 2010 ADA Standards for Accessible Design. CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

17. Clean Air Act, Clean Water Act

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations which prohibit the use of non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USEPA Assistant Administrator for Enforcement.

18. Mandatory Standards and Policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Federal Labor Standards Provisions

This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010) which is incorporated by reference herein. The CONTRACTOR shall supply information to the County as necessary for monitoring of compliance to include, but not be limited to, submission of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by the County. The CONTRACTOR agrees to comply with Wage Rate Determination included in the bid package and incorporated by reference.

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO FEDERAL LABOR STANDARD/DAVIS-BACON PROVISIONS.

PROJECT MANAGER will monitor compliance with such provisions and standards on behalf of Apache County. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to Apache County is listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to call Malena Bazaruto, Grants Coordinator: (928) 551-4137; or e-mail: mabzurto@co.apache.az.us.

LS2 CDBG Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements (2 pages)

A separate form is to be completed by the contractor and **submitted as a part of the bid package**. The form must be reviewed and the contractor approved by CDBG Program staff prior to award of the contract.

LS3 CDBG Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements (2 pages)

This form is to be completed by **each** subcontractor and **submitted to APACHE COUNTY to the date the subcontractor is scheduled to start work on site.**

LS4 Weekly Payroll Report (2 pages)

This form is to be completed by **each** contractor and sub-contractor weekly for the contract duration. **Forms must be complete, correctly signed and submitted to APACHE COUNTY within seven (7) days of the end of the work week.**

Weekly Payroll Reports will be verified by APACHE COUNTY and the CDBG Program staff to confirm payment of the required wages. The Weekly Payroll Reports must include all employees who have worked on the job site, including persons exempt from Davis-Bacon and Related Acts wage rate. Exempt persons are:

- a. **Business Owners:** This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business's management and must not meet the Davis-Bacon definition of a "laborer or mechanic". Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A sub-contractor

who cannot document that the business is bona fide must be listed as an employee on the prime contractor's Weekly Payroll Report.

- b. Apprentices: The contractor/sub-contractor must provide written evidence of the registration of the program with the DOL Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OA) or a state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call Apache County.
- c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program. For additional information concerning youth employment, please call Apache County.
- d. Other: On-site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than twenty percent (20%) of their time to construction work are exempt. If a foreman devotes more than twenty percent (20%) of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

LS5 Statement of Compliance (1 Page)

This form is the certification for the Payroll Form LS-4. A separate form is to be completed by each contractor and subcontractor weekly for the duration of the contract. Forms must be complete and correct, signed by the appropriate person, and submitted to Apache County WITH THE LS-4 within seven (7) days of the end of the work week.

The LS-5 must list all deductions indicated on the LS-4 and must indicate whether the fringes were paid in cash or to an approved fringe benefit plan. The LS-5 must be signed in ink by the owner or officer as listed on the LS-2 or LS-3 or by an employee designated in writing by the owner/officer as authorized to sign.

LS7 Notice to All Employees (1 Page)

This notice must be posted on the job site prior to the start of construction and must remain posted during construction.

LS15 Authorization for Deductions (1 Page)

This form is to be completed by each contractor and sub-contractor and is to be submitted to Apache County one (1) week prior to the first payroll. Please note that each employee who authorizes payroll deductions for items other than standard state and federal taxes must sign the form.

The following information or action is also required in order to comply with Federal Labor Standards.

Verification of Fringe Benefit Plan

If fringe benefits are not paid in cash, each contractor and sub-contractor must submit verification of each fringe benefit plan at least one (1) week prior to the first payroll by submitting the following information:

- a. A copy of the most recent remittance statement from the company holding the fringe benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by the plan and the amount paid into the plan for each employee by the contractor or subcontractor.

OR

- b. A letter addressed to APACHE COUNTY from each bank, union, etc. holding the fringe benefit plan. The letter must verify which employees are covered by the plan and the amount paid into the plan for each employee by the contractor or sub-contractor.

Pre-construction Conference

The purpose of the pre-construction conference is to provide a forum for Apache County, contractor and sub-contractors to discuss the technical nature of the construction project and all of the compliance requirements of the contract.

Contractor and sub-contractor representatives shall attend. It is very important that the person preparing the Weekly Payroll Sheets attend this conference as well.

Notice Provisions

The Federal Labor Standards Provisions as well as the General Wage Decision included in this bid package must be posted on site during construction as well as the Equal Opportunity Employment/Non-Discrimination Notice. All postings shall be clearly visible and easily accessible to employees.

During construction, *PCI* will monitor compliance with the federal Labor Standards/Davis-Bacon. This monitoring shall include, but not be limited to, contractor and sub-contractor employee interviews, on-site inspections, review of the weekly payroll, etc., as required. Copies of the LS forms to be completed during monitoring are available from Apache County.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (1) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(s)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (f) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(1) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(i), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(f)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(f) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 6 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Sub-recipient: _____ CDBG Contract No.: _____
Activity No.: _____ Activity Name: _____

**LS-2: CDBG CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

1. I, the undersigned, am submitting a bid to Apache County for the construction of the Alpine Streetlight Project and hereby acknowledge that the following items are included in the bid and will also be incorporated by reference into the contract, should I be selected as the contractor for the project.
 - a. Labor Standards Provisions (HUD 4010):
 - b. Wage Decision # (WARD) A2170009 (A 29); Modification # 1127117; Bid Open Date 5/30/17; and that
 - c. the correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and any lower tier sub-contractors, is my responsibility.

2. I hereby certify that:
 - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-contractor, preferably prior to or where circumstances do not allow within ten (10) days after the execution of any sub-contract, including those executed by his/her sub-contractors and any lower tier sub-contractors.

4. I hereby acknowledge that I am aware that should I sign a sub-contract with a sub-contractor or should that sub-contractor sign a contract with a lower tiered sub-contractor who is found to be

ineligible to receive federal funds, I shall subtract such costs from the amount I will bill the sub-recipient.

5. Further, I certify that:

a. The demographic and business information of the undersigned are:

Contractor Information								
Amount of Contract	Type of Trade Code *	Racial Code*	Hispanic (Y/N)	Women Owned	IRS Tax ID #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$ 105,000	2	11	N	N	20-0879189	N	EW Parker Enterprises LLC PO BOX 1292 Payson, AZ 85547	192751

* See Demographic and Trade Code table below for information

Demographic and Trade Codes	
Race	Type of Trade Code
11 White	1 New Construction
12 African American	2 Substantial Rehab
13 Asian	3 Repair
14 American Indian or Alaskan Native	4 Service
15 Native Hawaiian or other Pacific Islander	5 Project Management
16 American Indian or Alaskan Native and White	6 Professional
17 Asian and White	7 Tenant Services
18 African American and White	8 Education Training
19 American Indian or Alaskan Native and White	9 Architecture/Engineering
20 Other Multi-racial	10 Other

b. The undersigned is:

a sole proprietorship;

a partnership;

a corporation organized in the State of _____; or

another organization (describe) _____

- c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Ty E Parker	member/Pres	PO Box 1737 St Johns, Az
Cory W. Parker	member/Pres	85936
Edwin W. Parker	member (V. Pres)	9797 Fossil creek Rd strawberry AZ 85444 9797 Fossil creek Rd strawberry AZ 85544

- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
None		

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
None		

6. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

- a. Name of Contractor: E W Parker Enterprises LLC
- b. Signature (in ink): Ty E Parker
- c. Typed or Printed Name: Ty Parker
- d. Title: member/Pres
- e. Date: 5/30/17

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two (2) years, or both."

CDBG Approval Use Only

The contractor is eligible to participate in the CDBG funded construction project: Yes No

Comments: _____

Person making this determination (typed/printed name): _____

Signature: _____ Date: _____

Date sub-recipient or CDBG Program notified of determination: _____

Sub-recipient or CDBG Program notified by: Mail Fax Phone E-mail

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

5/25/17



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

County Manager: Discussion and possible approval of a Liquor License application recommendation (Acquisition of Control - #06010027) for Kelly Ann Holtmeier-Brasier, Farm House at Concho Creek, located at 7 County Road, Concho, Arizona.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

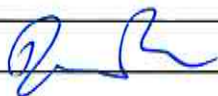
Human Resources Review: _____

Signature _____

Other Review: _____

Community Development

Signature _____



Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



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

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

DOYEL SHAMLEY
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

April 20, 2017

Kelly Anne Holtmeier-Brasier
P.O. Box 575
Concho, Arizona 85924

Dear Ms. Holtmeier-Brasier:

Your Liquor License Application has been scheduled for the Board of Supervisors' meeting on Tuesday, June 6, 2017 at 8:30 a.m. The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

You are welcome to be present at this hearing and please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond". The signature is stylized and cursive.

Beth Bond
Assistant Clerk of the Board



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

Pickup by
 May 29th

AFFIDAVIT OF POSTING

Date of Posting: 5.3.17 Date of Posting Removal: 5.25.17

Applicant's Name: Holtmerer - Braiser Kelly Anne
Last First Middle

Business Address: 7 County Rd Hwy 61 Concho 85924
Street City Zip

License #: 10013020

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Dale Hansen AIDE 928-337-7531
Print Name of City/County Official Title Phone Number

Dale Hansen 5.25.17
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



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

Pickup by
 May 29th

AFFIDAVIT OF POSTING

Date of Posting: 5.3.17 Date of Posting Removal: 5.25.17

Applicant's Name: Holtmeier-Braiser Kelly Anne
Last First Middle

Business Address: 7 County Rd, Hwy 61 Concho 85924
Street City Zip

License #: 06010027 / P1033951

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

DALE HAUSER AIDE 928-337-7531
Print Name of City/County Official Title Phone Number

[Signature] 5.25.17
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



State of Arizona
 Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix, AZ 85007
 (602) 542-5141

DLIC USE ONLY

Date Processed: 4/13/17

CSR: Jrr

60th Day: 6/12/17

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2) the \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

<input type="checkbox"/> Agent Change Complete Sections 1,2,3,4,5 & 7	<input checked="" type="checkbox"/> Acquisition of Control Complete Sections 1,2, 3 & 7	<input type="checkbox"/> Restructure Complete Sections 1,2,3,6 & 7
--	--	---

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name: Meixler Michael Michael Kelly Ann 06610027 P1073951
(EXISTING AGENT OR NEW AGENT) Last First Middle Liquor License #

2. Owner Name: Northwest Braster Kelly CONCHO LIBRE LLC L29409280 B1054555
(Exactly as it appears on Liquor License) Corp File #: (If applicable)

3. Business Name: Farm House at Concho Creek Email: conchofarm2@frankler.com
(Exactly as it appears on Liquor License)

4. Business Location Address: 7 COUNTY RD, HWY 61 Concho Apache 85924 B101258
(Do not use P.O. Box Number) City COUNTY Zip

5. Is the Business located within the incorporated limits of the above City or Town? Yes No

6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No If Yes, what City, Town or Tribal Reservation is this Business located in: _____

7. Mailing Address: PO Box 575 CONCHO AZ 85924
City State Zip

8. Business Phone: 928 205-5559 Daytime Contact Phone 928 205-5559

9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? Yes No If yes, submit a certified copy of minutes.

10. Has there been any change of Controlling Persons? Yes No if yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
<input type="checkbox"/>	Meixler	Michael	Charles	member	PO BOX 575	CONCHO	AZ	85924
<input checked="" type="checkbox"/>	Holtmeier-Braster	Kelly	ANN	member	PO Box 575	CONCHO	AZ	85924
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
<input type="checkbox"/>	Meixler	Michael	Charles	80	PO BOX 575	CONCHO	AZ	85924
<input checked="" type="checkbox"/>	Holtmeier-Braster	Kelly	ANN	20	PO BOX 575	CONCHO	AZ	85924
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.

SECTION 4

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. As an Agent, will you be physically present and operating the licensed premise? [] Yes [] No
If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? [] Yes [] No

If yes, Name of current Manager: Last First Middle

Basic Training [] Yes [] No

Management Training [] Yes [] No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted within 30 days after filing the application for Agent Change, Acquisition of Control or Restructure.

SECTION 5

(COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # _____

2. Current Agent Name: Last First Middle
(Exactly as it appears on license)

I, (Print full name) _____ hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X _____
(Controlling Person/Existing Agent)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____

Day of _____ Month _____ Year _____

Signature of NOTARY PUBLIC

SECTION 6

(COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? [] YES [] NO

If YES, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

Type of new ownership:

- [] J.T.W.R.O.S.
[] INDIVIDUAL
[] PARTNERSHIP
[] CORPORATION
[] LIMITED LIABILITY CO.
[] MANAGEMENT CO.
[] TRIBE
[] TRUST
[] OTHER (Explain) _____

- [] J.T.W.R.O.S.
[] INDIVIDUAL
[] PARTNERSHIP
[] CORPORATION
[] LIMITED LIABILITY CO.
[] MANAGEMENT CO.
[] TRIBE
[] TRUST
[] OTHER (Explain) _____

SECTION 7

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1

I, (Print full name) Kelly Holtmeier-Brasier, hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

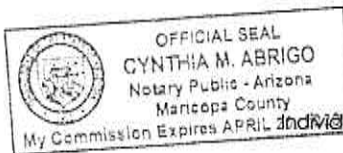
X Kelly Holtmeier-Brasier
(Controlling Person/Existing Agent)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

My commission expires on: 4/20/20

13th of April 2017
Day Month Year

Cynthia M. Abrigo
Signature of NOTARY PUBLIC





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

'17 APR 13 Lic. #M1237

QUESTIONNAIRE
 A.R.S. §4-202, 4-210
 Type or Print with **Black Ink**

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED. 06010027

Liquor License#: 06090041K13
 (If the location is currently licensed)

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person (complete all questions)	<input type="checkbox"/> Agent (complete all questions except #12)	<input type="checkbox"/> Manager (complete all questions except #12)
--	---	---

2. Name: Holtmeier-Brasier Kelly Anne Birth Date: 11/25/80
Last First Middle (NOT a public record)

3. Social Security #: 486901248 Driver License #: D06695915 State: AZ
(NOT a public record)

4. Place of birth: San Antonio TX USA Height: 5'4 Weight: 168 Eyes: Br Hair: Br
City State COUNTRY (not county)

5. Name of current/most recent spouse: N/A Birth Date: 1/1
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: Sept 2008
A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 928-205-5559 E-mail address: KHBrasier@gmail.com

8. Business Name: Farm House at Concho Creek Business Phone: 928 205 5559

9. Business Location Address: 767 rd Hwy 101 Concho AZ Apache 85924
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
7/17	CURRENT	Manager of Grocery	706 rd 5100 / HC30901 Concho, AZ 85924
10/09	10/17	Homemaker	35391 Hwy 180A Concho AZ 85924

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
11/14	CURRENT	own	35385 Hwy 80 in Cochise, AZ 85924	Cochise	AZ	85924
10/09	11/14	own	35391 HWY 80	Cochise	AZ	85924

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises? Yes No
If you answered YES, then answer #13 below. If NO, skip to #14.
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years? Yes No
(Must provide the DLLC-approved certificate of completion issued by a course provider.)
14. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. Yes No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in? Yes No
A.R.S. §4-202(D)

If you answered "YES" to any Question 14 through 17 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

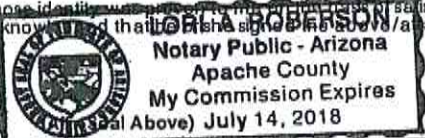
Signature Block

I, (Print Name) Kelly Holtmeier-Brasier, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

SIGNATURE: Kelly Holtmeier-Brasier

NOTARY

State of Arizona
County of NAVAJO
On this 10th Day of April, 2017 before me personally appeared Kelly Holt-Meier Brasier
whose identity was proved to my satisfaction by satisfactory evidence to be the person who he or she claims to be and acknowledged that he/she signed the above attached document.

 Notary Public - Arizona
Apache County
My Commission Expires
(See Seal Above) July 14, 2018

[Signature]
Signature of NOTARY PUBLIC

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____



State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

*17 APR 13 14:47. Lic. #M1237

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type)

Kelly Holt Mueller-Brasler

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

Yes

No

If Yes, indicate place of birth:

City San Antonio State (or equivalent) TX Country or Territory USA

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document: 3 Birth Certificate
Go to Section IV.

If you answered No, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Kelly Holtmier-Brasier
Individual Owner/Agent Printed Name

4/12/17

Today's Date

Kelly Holtmier-Brasier
Individual Owner/Agent Signature

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

17 APR 13 11:47 AM '80

STATE OF TEXAS		CERTIFICATE OF BIRTH			BIRTH NO.		
CHILD	1. NAME (Type or print)	[a] First Kelly	[b] Middle Anne	[c] Last Holtmeier-Brasier	2. DATE OF BIRTH November 25, 1980		
	3. SEX Female	4a. PLACE OF BIRTH - COUNTY Bexar		4b. CITY OR TOWN (If outside city limits, give precinct no.) San Antonio			
	4c. NAME OF HOSPITAL (If not in hospital, give street address) Southwest Texas Methodist Hospital			4d. INSIDE CITY LIMITS? Yes	5a. THIS BIRTH-SINGLE, TWIN, TRIPLET, ETC. (Specify) Single	5b. IF TWIN OR TRIPLET, WAS CHILD BORN 1st, 2nd, 3rd (Specify)	
	FATHER	6. NAME	[a] First Ernest	[b] Middle Francis	[c] Last Brasier, II		
7. RACE White		8a. IS FATHER OF SPANISH ORIGIN? No		8b. IF YES, SPECIFY MEXICAN, CUBAN, PUERTO RICAN, ETC.			
9. AGE (At time of this birth) 31		10. BIRTHPLACE (State or foreign country) Illinois	11a. USUAL OCCUPATION Attorney At Law		11b. KIND OF BUSINESS OR INDUSTRY Legal		
12. MAIDEN NAME		[a] First Patricia	[b] Middle Ann	[c] Last Holtmeier			
MOTHER	13. RACE White	14a. IS MOTHER OF SPANISH ORIGIN? No		14b. IF YES, SPECIFY MEXICAN, CUBAN, PUERTO RICAN, ETC.			
	15. AGE (At time of this birth) 31	16. BIRTHPLACE (State or foreign country) Missouri	17a. USUAL OCCUPATION Registered Nurse		17b. KIND OF BUSINESS OR INDUSTRY Medical		
	18a. RESIDENCE - STATE Texas	18b. COUNTY Bexar	18c. CITY OR TOWN (If outside city limits, show rural) - ZIP CODE San Antonio (rural) 78251		18d. STREET ADDRESS (If rural, give location) 8327 Windline	18e. INSIDE CITY LIMITS? No	
	19. Children previously born to this mother (Do NOT include this birth)		a. How many other children are now living? 0	b. How many other children were born alive but are now dead? 0	c. How many children were born dead after 20 weeks pregnancy? 0	20. INFORMANT Ernest F. Brasier	
21. I hereby certify that this child was born alive on the date stated above 6:49 P. at.....M.		22a. ATTENDANT'S SIGNATURE <i>Jonathan Mack Barham M.D.</i>			22b. ATTENDANT AT BIRTH M.D., D.O., C.N.M., MIDWIFE, OTHER (Specify) M.D.		
		22c. ATTENDANT'S ADDRESS Jonathan M. Barham, M.D. San Antonio, Texas			22d. DATE SIGNED November 26, 1980		
23a. REGISTRAR'S FILE NO. 19170		23b. DATE REC'D BY LOCAL REGISTRAR DEC 24 1980		23c. SIGNATURE OF LOCAL REGISTRAR <i>Justine...</i>			

STATE OF TEXAS
CITY OF SAN ANTONIO:

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT REPRODUCTION OF THE ORIGINAL RECORD AS RECORDED IN THE STATISTICAL SERVICES DIVISION OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT, SAN ANTONIO, TEXAS. ISSUED UNDER AUTHORITY OF RULE 54a, ARTICLE 4477, REVISED CIVIL STATUTES OF TEXAS.

ISSUED: NOVEMBER 16, 1984

[Signature]
DEPUTY CLERK

[Signature]
REGISTRAR

WARNING: It is Illegal to Duplicate this Copy



State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY
Date Processed: 4/13/17
CSR: [Signature]
60th Day: 4/12/17

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2) the \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

Agent Change Complete Sections 1,2,3,4,5 & 7
Acquisition of Control Complete Sections 1,2, 3 & 7
Restructure Complete Sections 1,2,3,6 & 7

SECTION 2

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name: Last First Middle Liquor License # 10013020
2. Owner Name: Corp File #:
3. Business Name: Farm House at Concho Creek
4. Business Location Address: 7 County Rd. Hwy 61 Concho Apache 85924
5. Is the Business located within the incorporated limits of the above City or Town? Yes No
6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No
7. Mailing Address: City State Zip
8. Business Phone: Daytime Contact Phone
9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? Yes No
10. Has there been any change of Controlling Persons? Yes No

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

Table with columns: New, Last, First, Middle, Title, Address, City, State, Zip

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

Table with columns: New, Last, First, Middle, % Owned, Address, City, State, Zip

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.



State of Arizona
 Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix, AZ 85007
 (602) 542-5141

17 APR 13 Liq. Lic. PM1208

DLLC USE ONLY

Date Processed:
CSR:
60th Day:

APPLICATION FOR AGENT CHANGE – ACQUISITION OF CONTROL – RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2) the \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

<input type="checkbox"/> Agent Change Complete Sections 1,2,3,4,5 & 7	<input checked="" type="checkbox"/> Acquisition of Control Complete Sections 1,2, 3 & 7	<input type="checkbox"/> Restructure Complete Sections 1,2,3,6 & 7
--	--	---

SECTION 2

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name: Holtmeier-Brasier Kelly Anne 10013020
(EXISTING AGENT OR NEW AGENT) Last First Middle Liquor License #

2. Owner Name: Concho Libre LLC Corp File #: L-1940928-0
(Exactly as it appears on Liquor License) at Concho Creek (if applicable)

3. Business Name: Concho Libre LLC Farm House Email: KHbrasier@gmail.com
(Exactly as it appears on Liquor License)

4. Business Location Address: PO Box 575 Concho Apache 85924
(Do not use P.O. Box Number) City COUNTY Zip

5. Is the Business located within the incorporated limits of the above City or Town? Yes No

6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No If Yes, what City, Town or Tribal Reservation is this Business located in: _____

7. Mailing Address: PO Box 575 Concho AZ 85924
City State Zip

8. Business Phone: 928.205.5559 Daytime Contact Phone 928.205.5559

9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? Yes No If yes, submit a certified copy of minutes.

10. Has there been any change of Controlling Persons? Yes No if yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
<input type="checkbox"/>	Maxler	Michael	Charles	member	PO Box 575	Concho	AZ	85924
<input checked="" type="checkbox"/>	Holtmeier-Brasier	Kelly	Anne	Member	PO Box 575	Concho	AZ	85924
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
<input type="checkbox"/>	Maxler	Michael	Charles	80	PO Box 575	Concho	AZ	85924
<input checked="" type="checkbox"/>	Holtmeier-Brasier	Kelly	Anne	20	PO Box 575	Concho	AZ	85924
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.



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

QUESTIONNAIRE
 A.R.S. §4-202, 4-210
 Type or Print with **Black Ink**

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 10013020
(If the location is currently licensed)

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person (complete all questions)	<input checked="" type="checkbox"/> Agent (complete all questions except #12)	<input type="checkbox"/> Manager (complete all questions except #12)
--	--	---

2. Name: Holtmeier-Brasier Kelly Anne Birth Date: 11/25/80
Last First Middle (NOT a public record)

3. Social Security #: 480.90.1248 Driver License #: D00695915 State: AZ
(NOT a public record)

4. Place of birth: San Antonio TX USA Height: 5'4" Weight: 168 Eyes: Br Hair: Br
City State COUNTRY (not county)

5. Name of current/most recent spouse: _____ Birth Date: ____/____/____
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: 8/08
A.R.S. §4-202(A) and (C)

7. Daytime telephone number: 928.205.5559 E-mail address: KHBrasier@gmail.com

8. Business Name: Farm house at Concho Creek Business Phone: 928,205,5559

9. Business Location Address: 7 Cty Rd Hwy 101 Concho AZ Apache 85924
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
7/16	CURRENT	Manager	The Bull Market 7cityrd 5100 Concho AZ 85924
8/09	10/16	Home maker	35391 Hwy 180A Concho AZ 85924

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)



State of Arizona
 Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix, AZ 85007
 (602) 542-5141

'17 APR 13 Wed. Lic. PH12:38

**ARIZONA STATEMENT OF CITIZENSHIP
 OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

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SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Kelly Holt Mueller-Brasler

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? Yes No

If Yes, indicate place of birth:

City San Antonio State (or equivalent) TX Country or Territory USA

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document: 3. Birth Certificate
 Go to Section IV.

If you answered No, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

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- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
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Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
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Otherwise Lawfully Present

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

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SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Kelly Holtmier-Brasier
Individual Owner/Agent Printed Name

4/12/17
Today's Date

Kelly Holtmier-Brasier
Individual Owner/Agent Signature

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

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1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

17 APR 13 11:47 AM '88

STATE OF TEXAS

CERTIFICATE OF BIRTH

BIRTH NO.

Texas Department of Health — BUREAU OF VITAL STATISTICS

CHILD	1. NAME (Type or print)		(a) First Kelly	(b) Middle Anne	(c) Last Holtmeier-Brasier	2. DATE OF BIRTH November 25, 1980	
	3. SEX Female	4a. PLACE OF BIRTH — COUNTY Bexar		4b. CITY OR TOWN (If outside city limits, give precinct no.) San Antonio			
	4c. NAME OF HOSPITAL (If not in hospital, give street address) Southwest Texas Methodist Hospital			4d. INSIDE CITY LIMITS? Yes	5a. THIS BIRTH—SINGLE, TWIN, TRIPLET, ETC. (Specify) Single	5b. IF TWIN OR TRIPLET, WAS CHILD BORN 1st, 2nd, 3rd (Specify)	
FATHER	6. NAME		(a) First Ernest	(b) Middle Francis	(c) Last Brasier, II		
	7. RACE White	8a. IS FATHER OF SPANISH ORIGIN? No		8b. IF YES, SPECIFY MEXICAN, CUBAN, PUERTO RICAN, ETC.			
	9. AGE (At time of this birth) 31	10. BIRTHPLACE (State or foreign country) Illinois	11a. USUAL OCCUPATION Attorney At Law		11b. KIND OF BUSINESS OR INDUSTRY Legal		
MOTHER	12. MAIDEN NAME		(a) First Patricia	(b) Middle Ann	(c) Last Holtmeier		
	13. RACE White	14a. IS MOTHER OF SPANISH ORIGIN? No		14b. IF YES, SPECIFY MEXICAN, CUBAN, PUERTO RICAN, ETC.			
	15. AGE (At time of this birth) 31	16. BIRTHPLACE (State or foreign country) Missouri	17a. USUAL OCCUPATION Registered Nurse		17b. KIND OF BUSINESS OR INDUSTRY Medical		
18a. RESIDENCE — Texas		18b. COUNTY Bexar	18c. CITY OR TOWN (If outside city limits, show rural) ZIP CODE San Antonio (rural) 78251		18d. STREET ADDRESS (If rural, give location) 8327 Windline		18e. INSIDE CITY LIMITS? No
19. Children previously born to this mother (Do NOT include this birth)		a. How many other children are now living? 0	b. How many other children were born alive but are now dead? 0	c. How many children were born dead after 20 weeks pregnancy? 0	20. INFORMANT Ernest F. Brasier		
21. I hereby certify that this child was born alive on the date stated above 6:49 P. at.....M.		22a. ATTENDANT'S SIGNATURE <i>Jonathan M. Barham, M.D.</i>			22b. ATTENDANT AT BIRTH M.D., D.O., C.N.M., MIDWIFE, OTHER (Specify) M.D.		
		22c. ATTENDANT'S ADDRESS Jonathan M. Barham, M.D. San Antonio, Texas			22d. DATE SIGNED November 26, 1980		
23a. REGISTRAR'S FILE NO. 19170		23b. DATE REC'D BY LOCAL REGISTRAR DEC 24 1980		23c. SIGNATURE OF LOCAL REGISTRAR <i>Wayne Parker</i>			

STATE OF TEXAS
CITY OF SAN ANTONIO:

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT REPRODUCTION OF THE ORIGINAL RECORD AS RECORDED IN THE STATISTICAL SERVICES DIVISION OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT, SAN ANTONIO, TEXAS. ISSUED UNDER AUTHORITY OF RULE 54a, ARTICLE 4477, REVISED CIVIL STATUTES OF TEXAS.

ISSUED: NOVEMBER 16, 1984

[Signature]
DEPUTY CLERK

[Signature]
REGISTRAR

WARNING: It is illegal to Duplicate this Copy

DATE OF POSTING: 5-3-17

**NOTICE REGARDING LIQUOR LICENSE
APPLICATION FOR:**

**Kelly Anne Holtmeier-Brasier, Farmhouse at Concho
Creek & County Road, Highway 61, Concho, Arizona.**

Any person who is a bona fide resident residing, owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor of or opposed to the issuance of the license, may file written arguments in favor of or opposed to such issuance with the Clerk of the Board of Supervisors within twenty days after the date of posting. No arguments shall be filed or accepted by the Clerk thereafter.

Written arguments in favor of or opposed to should be mailed to:

**DELWIN WENGERT, CLERK
APACHE COUNTY BOARD OF SUPERVISORS
P.O. BOX 428
ST. JOHNS, ARIZONA 85936
(928) 337-7503**

Recommendation to the State Liquor Board regarding the application will be made June 6, 2017 at 8:30 a.m. by the Apache County Board of Supervisors, 75 West Cleveland, St. Johns, Arizona.

D'6610027

DATE OF POSTING: 5.3.17

**NOTICE REGARDING LIQUOR LICENSE
APPLICATION FOR:**

**Kelly Anne Holtmeier-Brasier, Farmhouse at Concho
Creek & County Road, Highway 61, Concho, Arizona.**

Any person who is a bona fide resident residing, owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor of or opposed to the issuance of the license, may file written arguments in favor of or opposed to such issuance with the Clerk of the Board of Supervisors within twenty days after the date of posting. No arguments shall be filed or accepted by the Clerk thereafter.

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P.O. BOX 428
ST. JOHNS, ARIZONA 85936
(928) 337-7503**

Recommendation to the State Liquor Board regarding the application will be made June 6, 2017 at 8:30 a.m. by the Apache County Board of Supervisors, 75 West Cleveland, St. Johns, Arizona.

10013020


Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

5/25/17 

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

County Manager: Discussion and possible approval of a Liquor License application recommendation (Person Transfer – 06010005) for Denise Tilford, Molly Butler's Lodge, 109 Main Street, Greer Arizona.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

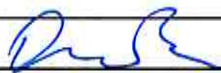
Human Resources Review: _____

Signature _____

Other Review: _____

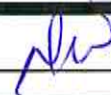
Community Development

Signature _____



Reviews completed, item approved for Agenda.

Board Clerk's Initials _____





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

AFFIDAVIT OF POSTING

Date of Posting: 5.4.17 Date of Posting Removal: 5.24.17

Applicant's Name: Tilford Denise _____
Last First Middle

Business Address: 109 Main Street Greer 85927
Street City Zip

License #: 06010005

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Dale Hausen AIDE 928.337.7531
Print Name of City/County Official Title Phone Number

Dale Hausen 5.25.17
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

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

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

DOYEL SHAMLEY
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

May 1, 2017

Denise Tilford
Molly Butler Lodge
P.O. Box 134
Greer, Arizona, 85927

Dear Ms. Tilford:

Your Liquor License Application hearing has been scheduled for the Board of Supervisors' meeting on Tuesday, June 6, 2017 at 8:30 a.m. The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

You are welcome to be present at this hearing and please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond". The signature is fluid and cursive.

Beth Bond
Assistant Clerk of the Board

DATE OF POSTING: 5-4-17

**NOTICE REGARDING LIQUOR LICENSE
APPLICATION FOR:**

**Denise Tilford, Molly Butler Lodge, 109 Main Street,
Greer, Arizona.**

Any person who is a bona fide resident residing, owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor of or opposed to the issuance of the license, may file written arguments in favor of or opposed to such issuance with the Clerk of the Board of Supervisors within twenty days after the date of posting. No arguments shall be filed or accepted by the Clerk thereafter.

Written arguments in favor of or opposed to should be mailed to:

**DELWIN WENGERT, CLERK
APACHE COUNTY BOARD OF SUPERVISORS
P.O. BOX 428
ST. JOHNS, ARIZONA 85936
(928) 337-7503**

Recommendation to the State Liquor Board regarding the application will be made June 6, 2017 at 8:30 a.m. by the Apache County Board of Supervisors, 75 West Cleveland Street, St. Johns, Arizona.

APR 21 Liqueur Dept AM 2:50



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

DLIC USE ONLY	
License #	06010005
Date Accepted:	JB
CSR:	04-21-17

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- Interim Permit
- New License
- Person Transfer
- Location Transfer (series 6, 7 and 9)
- Probate/ Will Assignment/ Divorce Decree (No Fees)
- Seasonal

SECTION 2 Type of Ownership

- J.T.W.R.O.S.
- Individual
- Partnership
- Corporation
- Limited Liability Co
- Club
- Government
- Trust
- Tribe
- Other (Explain) _____

SECTION 3 Type of license

- Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application) A.R.S. §4-206.01(G), (H), (I) & (L)
- Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies) A.R.S. §4-207(A) & (B)

1. Type of License (restaurant, bar etc.): Series 06 2. LICENSE # (if issued): 06010005

SECTION 4 Applicants

1. Agent's Name: Tilford Denise Irma
Last First Middle

2. Applicant/Licensee Name: ITSGREER LLC.
(Ownership name for type of ownership checked on section 1)

3. Business Name (Doing Business As-DBA): Molly Butler Lodge B1058674

4. Business Location Address: 109 Main St. Greer Az 85927 Apache
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: P.O. Box 134 Greer Az 85927
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: 928-735-7224 Daytime Contact Phone: 928-735-7224

7. Email Address: itsgreer@hotmail.com

8. Is the Business located within the incorporated limits of the above city or town? Yes No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? _____

Fees:	<u>100.00</u>	<u>100.00</u>	Department Use Only	<u>22.00</u>	\$ <u>222.00</u>
	Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: 06010005
 2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, ALLAN LEE JOHNSON declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.
 (Print Full Name)

X [Signature]
 (Signature)

State ARIZONA County of MARICOPA
 The foregoing instrument was acknowledged before me this 8 day of MARCH, 2016
 Day Month Year

My Commission Expires on: JUNE 1, 2017
 Date

Robert Jon Biedent
 (Signature of Notary Public)


17 APR 21 11:49 AM '16

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? Yes No
 If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 8 Government (for Cities, Towns or Counties only)

1. Government Entity: _____

2. Person/Designee: _____
Last First Middle Daytime Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

**SECTION 9 Person to Person – Current Licensee Information ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07 and 09)**

1. License #: 06010005

2. Current Agent Name: Johnson Allan Lee
Last First Middle

3. Current Licensee Name: Greer Land Partners LLC.
(Exactly as it appears on the license)

4. Current Business Name: Molly Butler Lodge
(Exactly as it appears on the license)

5. Current Daytime Phone: 928 735-7617 Primary Email Address: _____

6. Does current licensee intend to operate the business while this application is pending? Yes No

7. I authorize the transfer of this license to the applicant: _____
Signature or Agent or Individual controlling person

NOTARY

*See Attach
Bill of Sale*

State of Arizona)
County of _____)

On this _____ Day of _____, 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.

A.R.S. §4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

BILL OF SALE AND ASSIGNMENT

LIQUOR LICENSE

This BILL OF SALE AND ASSIGNMENT, is made and entered into as of May 1, 2016, by and between GREER LAND PARTNERS, LLC, an Arizona limited liability company ("Seller"); and ITSGREER, LLC, an Arizona limited liability company ("Buyer").

Recitals

WHEREAS, Seller and Buyer have entered into an agreement providing for the purchase by the Buyer all rights to that certain No. 6 Liquor License, License No. 06010005 that is actively being used for business operations at Molly Butler Lodge and Restaurant located at 109 Main Street, Greer Arizona 85927.

Agreement

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged:

1. **Bill of Sale and Assignment from Seller.** Seller hereby sells to Buyer for the purchase price of Twenty Thousand and No/100 Dollars (\$20,000.00), free and clear of any and all liens, charges, liabilities, encumbrances and security interests of every kind and nature, all rights and 100% ownership interest in and to the following No. 6 Liquor License, License No. 06010005 that is owned by Seller:

License Number: 06010005 **Status:** Active **Business Name:** MOLLY BUTLER LODGE **Location Address:** MAIN ST GREER AZ 85927 **County:** APACHE **Licensee/Agent/Tel.:** JOHNSON, ALLAN (623)486-0085 **Owner/Exp. Date/Issue Date:** GREER LAND PARTNERS LLC 5/31/16 10/10/07 **Status Date/IP Exp. Date:** 6/3/09 **Lic. Type:** Bar

2. **Further Assurances.** Seller and Buyer hereby covenant to and agree, and with its successors and assigns, to execute and deliver such additional instruments, documents, conveyances and assurances and take such other actions as shall be necessary, or otherwise reasonably requested by any regulatory or governmental agencies, to more fully assign and transfer to the Buyer all ownership and rights to the above referenced liquor license.

3. **No Assumption.** Nothing herein contained (and notwithstanding the assignment of any asset or rights hereunder) shall be deemed or construed as an assumption by the Buyer of, and the Buyer does not hereby assume, any obligations, commitments or liabilities of any Seller.



16 MAY 31 09:14:33 PM '16
17 APR 21 09:14:33 PM '16

4. **Headings.** The headings in this instrument are for purposes of convenience only and shall not affect the meaning or interpretation hereof.

5. **Governing Law.** This instrument shall be governed in all respects, including, but not limited to, as to validity, interpretation and effect, by the internal laws of the State of Arizona, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, each party hereof has caused this Bill of Sale and Assignment to be duly executed by its duly authorized officer and its corporate seal affixed hereto as of the date first above written.

SELLER:

GREER LAND PARTNERS, LLC, an
liability company



ALLAN JOHNSON, Member



JEFF SAFFLER, Member

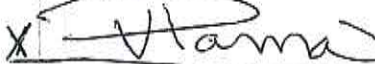
BUYER:

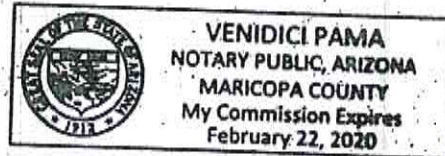
ITSGREER, LLC, Arizona limited
an Arizona limited liability company

By: 

DENISE IRENE TILFORD

Its: Manger

X 



STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE
License 06010005

Issue Date: 10/10/2007

Expiration Date: 5/31/2018

Issued To:

ALLAN LEE JOHNSON, Agent
GREER LAND PARTNERS LLC, Owner

Mailing Address:

ALLAN LEE JOHNSON
GREER LAND PARTNERS LLC
MOLLY BUTLER LODGE
P O BOX 134
GREER, AZ 85927

Location:

MOLLY BUTLER LODGE
109 MAIN ST
GREER, AZ 85927

EXP 5/31/2018



POST THIS LICENSE IN A CONSPICUOUS PLACE

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. As stated in A.R.S. §4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

Applicants Initials

RESTAURANTS AND HOTELS/MOTELS ONLY

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. §4-205.02(C)

4b. Provide a restaurant operation plan.

SECTION 13 SIGNATURE BLOCK

I, (Signature) Dewsi Irene Telford, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

NOTARY

State of Arizona

County of MARICOPA }

On this 21 Day of APRIL, 20 17 before me personally appeared Dewsi Irene Telford
(Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



(Affix Seal Above)

Jennifer Benson
Signature of NOTARY PUBLIC

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

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

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

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

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

for DS [Signature]

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

County Manager: Discussion and possible approval of a resolution and designation of a point of contact for Hidden Heroes, who support Apache County's military and veteran caregivers.

BOS Meeting Date Requested _____

6/5/17

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

MS

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

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

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

**RESOLUTION NO. 2017-____
HIDDEN HEROES RESOLUTION IN SUPPORT OF
APACHE COUNTY'S MILITARY AND VETERAN CAREGIVERS**

WHEREAS, the series of wars and conflicts in which our nation has been engaged over time, since World War II, has resulted in 5.5 million military and veteran caregivers who are parents, spouses, siblings and friends, caring for those wounded, ill or injured who have served our nation, as documented by the 2014 RAND study commissioned by the Elizabeth Dole Foundation; and

WHEREAS, the daily tasks of these military and veterans caregivers can include bathing, feeding, dressing, and caring for the grievous injuries of wounded warriors, administering medications, providing emotional support, caring for the family and the home, and working outside the home to earn essential income; and

WHEREAS, the nation provides multi-faceted support to our wounded, ill and injured veterans and service members through public, private and philanthropic resources, but their caregivers receive little support or acknowledgement; and

WHEREAS, most military and veteran caregivers consider the challenging work they do as simply carrying out their civic and patriotic duty, without realizing they are, in fact, caregivers, and do not identify themselves as such; and

WHEREAS, an alarming number of military and veteran caregivers, according to research, are suffering numerous debilitating mental, physical and emotional effects as a result of their caregiving duties; and

WHEREAS, the Board of Supervisors of Apache County desires to recognize and support those who are serving in these vital roles in our own community;

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

I. That Apache County becomes a Hidden Heroes Community in support of military and veteran caregivers.

II. That Apache County seeks to identify military and veteran caregivers residing in our community.

III. That the Apache County work to ensure that our government, organizations, employers and non-profits are aware of the unique challenges of military and veteran caregivers and are encouraged to create supportive environments and opportunities for assistance.

IV. That Apache County plan an observance each May, during Military Appreciation Month and Month of the Military Caregiver, to honor and recognize the community's military and veteran caregivers in partnership with the Elizabeth Dole Foundation's national Hidden Heroes campaign.

V. That Apache County encourage all who care for and support veterans and service members to extend that support to their caregivers.

VI. That Apache County designate a point of contact for our community, from the public or private sector, for citizens and organizations wanting to offer support, and caregivers who need that support.

Adopted by the Apache County Board of Supervisors on this 6th day of June, 2017.

ATTEST:

Joe Shirley, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board




Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

5/25/17 

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

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

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

